

INTERNET
FORM NLRB-501
(2-08)UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
CHARGE AGAINST EMPLOYER

DO NOT WRITE IN THIS SPACE

Case
27-CA-135802Date Filed
8/29/14

INSTRUCTIONS:

File an original with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT

a. Name of Employer Michels Corp.		b. Tel. No. (970) 392-9517
		c. Cell No. _
		f. Fax No. _
d. Address (Street, city, state, and ZIP code) 16650 Midway Ranch Road Fountain, CO 80817	e. Employer Representative Adam Strencha	g. e-Mail _
		h. Number of workers employed _
i. Type of Establishment (factory, mine, wholesaler, etc.) Utility/Tunnel	j. Identify principal product or service Construction	

k. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (list subsections) (2), (3) _____ of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.

2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)

Please see attached.

3. Full name of party filing charge (if labor organization, give full name, including local name and number)

(b) (6), (b) (7)(C)

4a. Address (Street and number, city, state, and ZIP code)

(b) (6), (b) (7)(C)

4b. Tel. No. (b) (6), (b) (7)(C)

4c. Cell No. _

4d. Fax No. _

4e e-Mail
_

5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization)

6. DECLARATION

I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.

By



Byron Andrus

(signature of representative or person making charge)

(Print/type name and title or office, if any)

Tel. No. (703) 321-8510

Office, if any, Cell No.
_

Fax No. _

e-Mail
bsa@nrtw.org

Address National RTW- 8001 Braddock Rd. Springfield, VA 22160

8/26/2014

(date)

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)

PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information will cause the NLRB to decline to invoke its processes.

Charge Against Employer

- 1) Charging Party was employed by Michels Corp. in Colorado Springs and was a non-member of the Laborers' Local 578 bargaining unit.
- 2) Shortly after being hired, Charging Party was approached by Laborers' officials on multiple occasions and told that (b) (6) was required to join the Laborers' as a condition of employment. At no time then, or since, has the Laborers' union or Michels provided Charging Party with any notice of (b) (6)'s rights under *General Motors* and *CWA v. Beck*. See *California Saw & Knife Works*, 320 NLRB 224 (1995); *Paperworkers Local 1033 (Weyerhaeuser Paper Co.)*, 320 NLRB 349 (1995).
- 3) Charging Party met with Laborers' officials to discuss becoming a *Beck* objector. The union officials stated that they did not intend to comply with the procedural requirements of *Beck*. During the meeting, Charging Party attempted to make a good faith effort to pay a part of the dues Laborers' claimed (b) (6) owed, but Laborers' refused to accept (b) (6)'s tender.
- 4) On (b) (6), (b) (7)(C) 2014, Charging Party received a demand letter from Laborers' (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) stating that (b) (6) would be subject to discharge because (b) (6) was "delinquent" in (b) (6)'s dues for the months of (b) (6), (b) (7)(C) 2014. (b) (6), (b) (7)(C) failed to provide Charging Party with a proper *Philadelphia Sheraton* notice, and failed to provide Charging Party with a reasonable opportunity to pay the alleged debt prior to (b) (6), (b) (7) termination from employment.
- 5) Charging Party's refusal to join Laborers' resulted in (b) (6), (b) (7) being terminated from employment by Michels on (b) (6), (b) (7)(C) 2014. Michels' decision to terminate Charging Party was unlawful and violates 8(a)(1) and (2), as it interferes with Charging Party's Section 7 right to refrain from union membership. Such actions further violate 8(a)(3), as Charging Party suffered discrimination in regard to the hire or tenure of (b) (6), (b) (7) employment because of (b) (6), (b) (7) non-member status.
- 6) Without Charging Party's authorization, Michels automatically deducted money from (b) (6), (b) (7) paycheck for both "Vacation" and "Dues." Such actions violate 8(a)(1) and (2), as Michels has provided Laborers' with illegal financial support.
- 7) The collective bargaining agreement between Michels and Laborers' contains an illegal "maintenance of membership" clause in Article 4, Section A. The inclusion and enforcement of this clause in the contract constitutes a violation of 8(a)(1) and (2).



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

REGION 27
Byron Rogers Federal Office Building
1961 Stout Street, Suite 13-103
Denver, CO 80294

Agency Website: www.nlrb.gov
Telephone: (303)844-3551
Fax: (303)844-6249



Download
NLRB
Mobile App

September 2, 2014

Adam Strencha
Michels Corp.
16650 Midway Ranch Rd
Fountain, CO 80817

Re: Michels Corp.
Case 27-CA-135802

Dear Mr. Strencha:

Enclosed is a copy of a charge that has been filed in this case. This letter tells you how to contact the Board agent who will be investigating the charge, explains your right to be represented, discusses presenting your evidence, and provides a brief explanation of our procedures, including how to submit documents to the NLRB.

Investigator: This charge is being investigated by Field Attorney MICHELLE DEVITT whose telephone number is (303)844-0000. If this Board agent is not available, you may contact Deputy Regional Attorney LETICIA PENA whose telephone number is (303)844-6629.

Right to Representation: You have the right to be represented by an attorney or other representative in any proceeding before us. If you choose to be represented, your representative must notify us in writing of this fact as soon as possible by completing Form NLRB-4701, Notice of Appearance. This form is available on our website, www.nlrb.gov, or from an NLRB office upon your request.

If you are contacted by someone about representing you in this case, please be assured that no organization or person seeking your business has any "inside knowledge" or favored relationship with the National Labor Relations Board. Their knowledge regarding this proceeding was only obtained through access to information that must be made available to any member of the public under the Freedom of Information Act.

Presentation of Your Evidence: We seek prompt resolutions of labor disputes. Therefore, I urge you or your representative to submit a complete written account of the facts and a statement of your position with respect to the allegations set forth in the charge as soon as possible. If the Board agent later asks for more evidence, I strongly urge you or your representative to cooperate fully by promptly presenting all evidence relevant to the investigation. In this way, the case can be fully investigated more quickly.

Full and complete cooperation includes providing witnesses to give sworn affidavits to a Board agent, and providing all relevant documentary evidence requested by the Board agent. Sending us your written account of the facts and a statement of your position is not enough to be

considered full and complete cooperation. A refusal to fully cooperate during the investigation might cause a case to be litigated unnecessarily.

In addition, either you or your representative must complete the enclosed Commerce Questionnaire to enable us to determine whether the NLRB has jurisdiction over this dispute. If you recently submitted this information in another case, or if you need assistance completing the form, please contact the Board agent.

We will not honor any request to place limitations on our use of position statements or evidence beyond those prescribed by the Freedom of Information Act and the Federal Records Act. Thus, we will not honor any claim of confidentiality except as provided by Exemption 4 of FOIA, 5 U.S.C. Sec. 552(b)(4), and any material you submit may be introduced as evidence at any hearing before an administrative law judge. We are also required by the Federal Records Act to keep copies of documents gathered in our investigation for some years after a case closes. Further, the Freedom of Information Act may require that we disclose such records in closed cases upon request, unless there is an applicable exemption. Examples of those exemptions are those that protect confidential financial information or personal privacy interests.

Procedures: We strongly urge everyone to submit all documents and other materials (except unfair labor practice charges and representation petitions) by E-Filing (not e-mailing) through our website, www.nlr.gov. However, the Agency will continue to accept timely filed paper documents. Please include the case name and number indicated above on all your correspondence regarding the charge.

Information about the Agency, the procedures we follow in unfair labor practice cases and our customer service standards is available on our website, www.nlr.gov or from an NLRB office upon your request. NLRB Form 4541 offers information that is helpful to parties involved in an investigation of an unfair labor practice charge.

We can provide assistance for persons with limited English proficiency or disability. Please let us know if you or any of your witnesses would like such assistance.

Very truly yours,



WANDA PATE JONES
Regional Director

Enclosures:

1. Copy of Charge
2. Commerce Questionnaire

QUESTIONNAIRE ON COMMERCE INFORMATION

Please read carefully, answer all applicable items, and return to the NLRB Office. If additional space is required, please add a page and identify item number.

CASE NAME

Michels Corp.

CASE NUMBER

27-CA-135802

1. EXACT LEGAL TITLE OF ENTITY (As filed with State and/or stated in legal documents forming entity)**2. TYPE OF ENTITY**☐ CORPORATION ☐ LLC ☐ LLP ☐ PARTNERSHIP ☐ SOLE PROPRIETORSHIP ☐ OTHER (Specify)**3. IF A CORPORATION or LLC**A. STATE OF INCORPORATION
OR FORMATION

B. NAME, ADDRESS, AND RELATIONSHIP (e.g. parent, subsidiary) OF ALL RELATED ENTITIES

4. IF AN LLC OR ANY TYPE OF PARTNERSHIP, FULL NAME AND ADDRESS OF ALL MEMBERS OR PARTNERS**5. IF A SOLE PROPRIETORSHIP, FULL NAME AND ADDRESS OF PROPRIETOR****6. BRIEFLY DESCRIBE THE NATURE OF YOUR OPERATIONS (Products handled or manufactured, or nature of services performed).****7. A. PRINCIPAL LOCATION:****B. BRANCH LOCATIONS:****8. NUMBER OF PEOPLE PRESENTLY EMPLOYED**

A. Total:

B. At the address involved in this matter:

9. DURING THE MOST RECENT (Check appropriate box): ☐ CALENDAR YR ☐ 12 MONTHS or ☐ FISCAL YR (FY dates)**YES NO**A. Did you **provide services** valued in excess of \$50,000 directly to customers outside your State? If no, indicate actual value.
\$B. If you answered no to 9A, did you **provide services** valued in excess of \$50,000 to customers in your State who purchased goods valued in excess of \$50,000 from directly outside your State? If no, indicate the value of any such services you provided.
\$C. If you answered no to 9A and 9B, did you **provide services** valued in excess of \$50,000 to public utilities, transit systems, newspapers, health care institutions, broadcasting stations, commercial buildings, educational institutions, or retail concerns? If less than \$50,000, indicate amount. \$D. Did you **sell goods** valued in excess of \$50,000 directly to customers located outside your State? If less than \$50,000, indicate amount. \$E. If you answered no to 9D, did you **sell goods** valued in excess of \$50,000 directly to customers located inside your State who purchased other goods valued in excess of \$50,000 from directly outside your State? If less than \$50,000, indicate amount.
\$F. Did you **purchase and receive goods** valued in excess of \$50,000 from directly outside your State? If less than \$50,000, indicate amount. \$G. Did you **purchase and receive goods** valued in excess of \$50,000 from enterprises who received the goods directly from points outside your State? If less than \$50,000, indicate amount. \$H. **Gross Revenues** from all sales or performance of services (Check the largest amount)
☐ \$100,000 ☐ \$250,000 ☐ \$500,000 ☐ \$1,000,000 or more If less than \$100,000, indicate amount.I. **Did you begin operations within the last 12 months?** If yes, specify date: _____**10. ARE YOU A MEMBER OF AN ASSOCIATION OR OTHER EMPLOYER GROUP THAT ENGAGES IN COLLECTIVE BARGAINING?**☐ YES ☐ NO (If yes, name and address of association or group).**11. REPRESENTATIVE BEST QUALIFIED TO GIVE FURTHER INFORMATION ABOUT YOUR OPERATIONS**

NAME

TITLE

E-MAIL ADDRESS

TEL. NUMBER

12. AUTHORIZED REPRESENTATIVE COMPLETING THIS QUESTIONNAIRE

NAME AND TITLE (Type or Print)

SIGNATURE

E-MAIL ADDRESS

DATE

PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing representation and/or unfair labor practice proceedings and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary. However, failure to supply the information may cause the NLRB to refuse to process any further a representation or unfair labor practice case, or may cause the NLRB to issue you a subpoena and seek enforcement of the subpoena in federal court.

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD

MICHELS CORP.

Charged Party

and

(b) (6), (b) (7)(C)

Charging Party

Case 27-CA-135802

AFFIDAVIT OF SERVICE OF CHARGE AGAINST EMPLOYER

I, the undersigned employee of the National Labor Relations Board, state under oath that on September 2, 2014, I served the above-entitled document(s) by post-paid regular mail upon the following persons, addressed to them at the following addresses:

Adam Strencha
Michels Corp.
16650 Midway Ranch Rd
Fountain, CO 80817

September 2, 2014

Date

Carlos Palafox, Designated Agent of
NLRB

Name

/s/ Carlos Palafox

Signature



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

REGION 27
Byron Rogers Federal Office Building
1961 Stout Street, Suite 13-103
Denver, CO 80294

Agency Website: www.nlr.gov
Telephone: (303)844-3551
Fax: (303)844-6249



Download
NLRB
Mobile App

September 2, 2014

(b) (6), (b) (7)(C)

Re: Michels Corp.
Case 27-CA-135802

Dear (b) (6), (b) (7)(C)

The charge that you filed in this case on August 29, 2014 has been docketed as case number 27-CA-135802. This letter tells you how to contact the Board agent who will be investigating the charge, explains your right to be represented, discusses presenting your evidence, and provides a brief explanation of our procedures, including how to submit documents to the NLRB.

Investigator: This charge is being investigated by Field Attorney MICHELLE DEVITT whose telephone number is (303)844-0000. If this Board agent is not available, you may contact Deputy Regional Attorney LETICIA PENA whose telephone number is (303)844-6629.

Right to Representation: You have the right to be represented by an attorney or other representative in any proceeding before us. If you choose to be represented, your representative must notify us in writing of this fact as soon as possible by completing *Form NLRB-4701, Notice of Appearance*. This form is available on our website, www.nlr.gov, or at the Regional office upon your request.

If you are contacted by someone about representing you in this case, please be assured that no organization or person seeking your business has any "inside knowledge" or favored relationship with the National Labor Relations Board. Their knowledge regarding this proceeding was only obtained through access to information that must be made available to any member of the public under the Freedom of Information Act.

Presentation of Your Evidence: As the party who filed the charge in this case, it is your responsibility to meet with the Board agent to provide a sworn affidavit, or provide other witnesses to provide sworn affidavits, and to provide relevant documents within your possession. Because we seek to resolve labor disputes promptly, you should be ready to promptly present your affidavit(s) and other evidence. If you have not yet scheduled a date and time for the Board agent to take your affidavit, please contact the Board agent to schedule the affidavit(s). If you fail to cooperate in promptly presenting your evidence, your charge may be dismissed without investigation.

Procedures: We strongly urge everyone to submit all documents and other materials (except unfair labor practice charges and representation petitions) by E-Filing (not e-mailing)

through our website www.nlr.gov. However, the Agency will continue to accept timely filed paper documents. Please include the case name and number indicated above on all your correspondence regarding the charge.

Information about the Agency, the procedures we follow in unfair labor practice cases and our customer service standards is available on our website www.nlr.gov or from the Regional Office upon your request. *NLRB Form 4541, Investigative Procedures* offers information that is helpful to parties involved in an investigation of an unfair labor practice charge.

We can provide assistance for persons with limited English proficiency or disability. Please let us know if you or any of your witnesses would like such assistance.

Qualifying for Backpay: We are just beginning to investigate your charge and no decision has been made regarding the merits of your case. However, it is important that employees who might be entitled to backpay because of loss of employment understand their obligation to look for work in order to qualify for backpay if your case has merit. Accordingly, we urge you to promptly provide the Board agent with the names and addresses of all employees who might be entitled to backpay as a result of the charge you filed.

If backpay is due to an employee, the Board requires that the employee offset the backpay by promptly beginning to look for another job in the same or similar line of work. The Board has held that a reasonably diligent employee should begin searching for interim work within 2 weeks after the employee's termination or layoff or a refusal to hire the employee. If an employee cannot establish that he or she actively tried to mitigate his or her losses, the amount of money owed to the employee might be reduced.

Employees who might be owed backpay should keep careful records of when and where they have sought employment and of job search expenses such as mileage, parking, and copying resumes. Specifically, they should keep a record of each time they attempt to find work,

including the date, name of the company, name of person with whom they spoke, the position sought, and the response received.

Very truly yours,

A handwritten signature in black ink that reads "Wanda Pate Jones". The script is cursive and fluid, with the first letters of each word being capitalized and prominent.

WANDA PATE JONES
Regional Director

cc: BYRON ANDRUS, LAW CLERK
NATIONAL RIGHT TO WORK LEGAL
DEFENSE FOUNDATION, INC.
8001 BRADDOCK ROAD, SUITE 600
SPRINGFIELD, VA 22160

.

From: Devitt, Michelle
Sent: Monday, September 8, 2014 11:27 AM
To: bsa@nrtw.org
Subject: Laboers Local 578 and Michels Corp (Nos. 27-CA-135800 & 27-CA-135802)

Hello Mr. Andrus,

I understand you represent Charging Party (b) (6), (b) (7)(C), (b) (7)(D), so I am writing to schedule affidavits with your client in the above cases. I see that (b) (6), (b) (7)(C), (b) (7)(D) has an (b) (6), (b) (7)(C), (b) (7)(D) address. If (b) (6), (b) (7)(C), (b) (7)(D) is not within 100 miles of our Denver Office, we would not request (b) (6), (b) (7)(C), (b) (7)(D) to come into the office and I would propose to interview by phone to prepare (b) (6), (b) (7)(C), (b) (7)(D) affidavits this week. I am available Tuesday, Wed, and Thursday mornings by 8:00am. My colleague, Julia Durkin will be in (b) (6), (b) (7)(C) on the morning of the 19th and she can arrange to meet with (b) (6), (b) (7)(C), (b) (7)(D) and finalize the affidavits in person on that day. Our voicemail has been out intermittently since Thursday, so I apologize if you have tried to return my call already and I did not receive the message. But that being the case, I think email is easiest. Also, please let me know if you would prefer for me to contact your client and schedule with (b) (6), (b) (7)(C), (b) (7)(D) directly.

Thank you,

Micky Devitt

Field Attorney, NLRB Region 27

303-844-0000/303-844-0029 (fax)

.

From: Byron Andrus <bsa@nrtw.org>
Sent: Monday, September 8, 2014 1:58 PM
To: Devitt, Michelle
Subject: RE: Laboers Local 578 and Michels Corp (Nos. 27-CA-135800 & 27-CA-135802)

Ms. Devitt,

Thank you for touching base. Please feel free to contact (b) (6), (b) (7)(C), (b) (7)(D) directly. With your permission, I would like to sit in on the phone affidavit and review the document prior to (b) (6), signing it. Thanks.

Sincerely,

Byron Andrus

Foundation Staff Attorney (*Admitted to practice in the District of Columbia only*)

Tu ne cede malis, sed contra audentior ito.

From: Devitt, Michelle [mailto:Michelle.Devitt@nrlb.gov]
Sent: Monday, September 08, 2014 11:27 AM
To: Byron Andrus
Subject: Laboers Local 578 and Michels Corp (Nos. 27-CA-135800 & 27-CA-135802)

Hello Mr. Andrus,

I understand you represent Charging Party (b) (6), (b) (7)(C), (b) (7)(D), so I am writing to schedule affidavits with your client in the above cases. I see that (b) (6), has an (b) (6), (b) (7)(C) address. If (b) (6), is not within 100 miles of our Denver Office, we would not request (b) (6), (b) (6), to come into the office and I would propose to interview by phone to prepare (b) (6), affidavits this week. I am available Tuesday, Wed, and Thursday mornings by 8:00am. My colleague, Julia Durkin will be in (b) (6), (b) (7)(C) on the morning of the 19th and she can arrange to meet with (b) (6), (b) (6), and finalize the affidavits in person on that day. Our voicemail has been out intermittently since Thursday, so I apologize if you have tried to return my call already and I did not receive the message. But that being the case, I think email is easiest. Also, please let me know if you would prefer for me to contact your client and schedule with (b) (6), (b) (6), directly.

Thank you,

Micky Devitt

Field Attorney, NLRB Region 27
303-844-0000/303-844-0029 (fax)

.

From: Devitt, Michelle
Sent: Tuesday, September 9, 2014 11:16 AM
To: 'Byron Andrus'
Subject: RE: Laboers Local 578 and Michels Corp (Nos. 27-CA-135800 & 27-CA-135802)

Mr. Andrus,

Thank you for your quick response. I have made an appointment for a phone interview with (b) (6), (b) (7)(C), (b) (7)(D) tomorrow morning at 7:30am. (b) (6) is hoping to complete (b) (6) affidavit for both cases in one shot, so I am hoping we can go straight through and be done before Noon. I am happy to conference you into that call if you will give me a number where you can be reached, although for obvious reasons we encourage counsel resist the urge to comment or supplement the witness's testimony. I will send the prepared statement to you both to review tomorrow afternoon. And obviously you can confer with your client about (b) (6) statement, but again we usually insist that any changes be made by the witness (b) (6), (b) (7)(C), (b) (7)(D) as it is (b) (6) statement.

Thank you again,

Micky Devitt, Attorney
National Labor Relations Board,
Region 27
303-844-0000/303-844-6249 (fax)

From: Byron Andrus [mailto:bsa@nrtw.org]
Sent: Monday, September 08, 2014 11:58 AM
To: Devitt, Michelle
Subject: RE: Laboers Local 578 and Michels Corp (Nos. 27-CA-135800 & 27-CA-135802)

Ms. Devitt,

Thank you for touching base. Please feel free to contact (b) (6), (b) (7)(C), (b) (7)(D) directly. With your permission, I would like to sit in on the phone affidavit and review the document prior to (b) (6) signing it. Thanks.

Sincerely,

Byron Andrus

Foundation Staff Attorney (*Admitted to practice in the District of Columbia only*)

Tu ne cede malis, sed contra audentior ito.

From: Devitt, Michelle [mailto:Michelle.Devitt@nlrb.gov]
Sent: Monday, September 08, 2014 11:27 AM
To: Byron Andrus
Subject: Laboers Local 578 and Michels Corp (Nos. 27-CA-135800 & 27-CA-135802)

Hello Mr. Andrus,

I understand you represent Charging Party (b) (6), (b) (7)(C), (b) (7)(D), so I am writing to schedule affidavits with your client in the above cases. I see that (b) (6) has an (b) (6), (b) (7)(C) address. If (b) (6) is not within 100 miles of our Denver Office, we would not request (b) (6), (b) (7)(C) to come into the office and I would propose to interview by phone to prepare (b) (6), (b) (7)(C), (b) (7)(D).

affidavits this week. I am available Tuesday, Wed, and Thursday mornings by 8:00am. My colleague, Julia Durkin will be in (b) (6), (b) (7)(C) on the morning of the 19th and she can arrange to meet with (b) (6), (b) (7) and finalize the affidavits in person on that day. Our voicemail has been out intermittently since Thursday, so I apologize if you have tried to return my call already and I did not receive the message. But that being the case, I think email is easiest. Also, please let me know if you would prefer for me to contact your client and schedule with (b) (6), (b) (7) directly.

Thank you,

Micky Devitt

Field Attorney, NLRB Region 27

303-844-0000/303-844-0029 (fax)

.

From: Devitt, Michelle
Sent: Tuesday, September 9, 2014 11:21 AM
To: 'Byron Andrus'
Subject: RE: Byron Andrus

How funny, I just sent a message off to you addressing these points. You should feel free to contact me tomorrow morning if you have any concerns or comments about the process. Since I will be teleworking, you will be able to reach me on the cell phone (b) (6), (b) (7)(C)

Micky Devitt, Attorney
National Labor Relations Board,
Region 27
303-844-0000/303-844-6249 (fax)

From: Byron Andrus [mailto:bsa@nrtw.org]
Sent: Tuesday, September 09, 2014 8:46 AM
To: Devitt, Michelle
Subject: Byron Andrus

Ms. Devitt,

I understand that you have scheduled the phone affidavit with (b) (6), (b) (7)(C), (b) (7)(D) for 7:30 your time tomorrow morning. I will not need to sit in on the call, but I will make myself available for the 4-hour block of time. Would you mind sending me a copy of the affidavit after you have wrapped up so that I may review it prior to (b) (6), signing it? Thanks.

Sincerely,

Byron Andrus

Foundation Staff Attorney (*Admitted to practice in the District of Columbia only*)

Tu ne cede malis, sed contra audentior ito.

.

From: Devitt, Michelle
Sent: Wednesday, September 10, 2014 12:48 PM
To: (b) (6), (b) (7)(C)
Cc: 'Byron Andrus'
Subject: Laborers 578/Michels Corp (27-CB-135800 & 27-CA-135802)
Attachments: Affidavit of (b) (6), (b) (7)(C), (b) (7)(D) (Laborers 578 & Michels Corp).pdf

Good Morning (b) (6), (b) (7)(C), (b) (7)(D),

Here is the affidavit that I prepared based on our phone interview this morning. As you can see, I have prepared just one combined affidavit for both cases. Please review it and give me a call to let me know if we need to make any additions or corrections before it is finalized in person. When you know what your schedule is next Friday, we can make arrangements for you to meet with Field Attorney Julia Durkin to finalize and sign under oath.

Also, I discussed the supporting documents with Mr. Andrus and he said that he would be contacting you to make arrangements to provide them to me. Both photocopied and scanned documents are perfectly acceptable (addresses below), as long as they are readable and I can see all of the pertinent information (e.g. payroll dates and fax date stamp).

Micky Devitt, Attorney
National Labor Relations Board,
Region 27

NOTE THAT WE MOVED NOVEMBER 1st!
My new contact information is:

National Labor Relations Board - Region 27 Denver
Byron Rogers Federal Office Building
1961 Stout Street, Suite 13-103
Denver, CO 80294
Tel: (303)844-0000/ Fax: (303)844-6249

.

From: Devitt, Michelle
Sent: Thursday, September 11, 2014 6:50 PM
To: 'jlevine@littler.com'
Subject: Michels Corporation (27-CA-135802)
Attachments: EAJA Request Letter _to Employer_.pdf

Hello Mr. Levine,
Attached you will find a courtesy e-copy of the request for evidence that I mailed to you this afternoon. Thank you for your prompt attention to this matter.

Micky Devitt, Attorney
National Labor Relations Board,
Region 27

NOTE THAT WE MOVED NOVEMBER 1st!
My new contact information is:

National Labor Relations Board - Region 27 Denver
Byron Rogers Federal Office Building
1961 Stout Street, Suite 13-103
Denver, CO 80294
Tel: (303)844-0000/ Fax: (303)844-6249



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

REGION 27
Byron Rogers Federal Office Building
1961 Stout Street, Suite 13-103
Denver, CO 80294

Agency Website: www.nlrb.gov
Telephone: (303)844-3551
Fax: (303)844-6249

Agent's Direct Dial: (303)844-0000

September 11, 2014

Jonathan Levine
111 East Kilbourn Ave., Suite 1000
Milwaukee, WI 53202

Re: Michels Corp.
Case 27-CA-135802

Dear Mr. Levine:

As you are aware by now, I am the Board Agent assigned to investigate the above-captioned charge against your client. I am writing this letter to advise you that it is now necessary for me to take evidence from you regarding the allegations raised. As explained below, I am requesting to take affidavits on or before September 22, 2014 with regard to certain allegations in this case.

Allegations: The allegations for which I am seeking your evidence are as follows:

1. Charging Party (b) (6), (b) (7)(C) alleges that Employer Michels Corporation maintained an unlawful union security clause in its collective bargaining agreement with Laborers, Local 578 requiring union membership as a condition of employment.
2. Charging Party (b) (6), (b) (7)(C) further alleges that the Employer unlawfully withheld dues from (b) (6) paycheck without a valid checkoff agreement.
3. Finally, Charging Party (b) (6), (b) (7)(C) alleges that the Employer unlawfully discharged (b) (6), (b) (7)(C) at the request of the Union pursuant to the unlawful union security clause and because (b) (6) failed to become a Union member.

Board Affidavits: I am requesting to take affidavits from (b) (6), (b) (7)(C) and any other individuals you believe have information relevant to the investigation of the above-captioned matter. Please be advised that the failure to present representatives who would appear to have information relevant to the investigation of this matter, for the purposes of my taking sworn statements from them, constitutes less than complete cooperation in the investigation of the charge. Please contact me by September 16 to schedule these affidavits.

Documents: Please provide the following documents, along with any and all other evidence you deem to be relevant to the case:

1. A copy of the current collective bargaining agreement in effect between the Employer and Laborers Local 578, along with any side agreements or memoranda of understanding regarding union security.
2. A copy of the Charging Party's personnel file.
3. Any documents, notes, or records created or relied upon by the Employer regarding the decision to discharge the Charging Party.
4. All of the Employer's internal documents, notes, records, and communications (whether written, oral, or electronic) regarding the decision to discharge the Charging Party.
5. All of the Employer's internal documentation or records relevant to the processing of any dues withholding from the Charging Party or remittance to the Union on (b) (6), (b) (7)(C) behalf.
6. All communications, whether written, oral, or electronic between the Employer and the Union or regarding either (1) the Charging Party's dues/membership obligations or (2) the decision to discharge the Charging Party.
7. Copies of all of the Charging Party (b) (6), (b) (7)(C) pay records from (b) (6), (b) (7)(C) of 2014, and an explanation for the deductions from (b) (6), (b) (7)(C) paycheck for the items "Dues" and "Vacation."

Date for Submitting Evidence: To resolve this matter as expeditiously as possible, you must provide your evidence and position statement in this matter by September 22, 2014. If you are willing to allow me to take affidavits, please contact me by September 16, 2014 to schedule a time to take affidavits. Electronic filing of position statements and documentary evidence through the Agency website is preferred but not required. To file electronically, go to **www.nlrb.gov**, select **E-File Documents**, enter the **NLRB case number**, and follow the detailed instructions. If I have not received all your evidence by the due date or spoken with you and agreed to another date, it will be necessary for me to make my recommendations based upon the information available to me at that time.

Please contact me at your earliest convenience by telephone, (303)844-0000, or e-mail, michelle.devitt@nlrb.gov, so that we can discuss how you would like to provide evidence and I can answer any questions you have with regard to the issues in this matter.

Very truly yours,



MICHELLE DEVITT
Field Attorney

.

From: Devitt, Michelle
Sent: Friday, September 12, 2014 9:52 AM
To: 'Levine, Jonathan O.'
Subject: RE: Michels Corporation (27-CA-135802)

The allegation, as I understand it, is that the union security language in Article 4 is illegal on its face. (b) (6) does not cite any cases, but I am seeking (b) (6) position and legal support since the copy I currently have of Article 4 (a single and undated page from the contract) does not appear to me to require more than financial core membership.

Micky Devitt, Attorney
National Labor Relations Board,
Region 27
303-844-0000/303-844-6249 (fax)

From: Levine, Jonathan O. [mailto:JLevine@littler.com]
Sent: Friday, September 12, 2014 6:42 AM
To: Devitt, Michelle
Subject: RE: Michels Corporation (27-CA-135802)

Thanks Micky. Could you please let me know if the CP's position is that the union security is unlawful on its face (if so, what case do they cite) or unlawful for some other reason – e.g., it allegedly violates CO. law for lawful all union agreements? Thanks, JL

Jonathan Levine, Office Managing Shareholder
414.291.5537 direct 414.698.6243 mobile 414.755.1447 fax jlevine@littler.com
111 East Kilbourn Avenue, Suite 1000 | Milwaukee, WI 53202

Littler | littler.com
Employment & Labor Law Solutions Worldwide

From: Devitt, Michelle [mailto:Michelle.Devitt@nlrb.gov]
Sent: Thursday, September 11, 2014 5:50 PM
To: Levine, Jonathan O.
Subject: Michels Corporation (27-CA-135802)

Hello Mr. Levine,
Attached you will find a courtesy e-copy of the request for evidence that I mailed to you this afternoon. Thank you for your prompt attention to this matter.

Micky Devitt, Attorney
National Labor Relations Board,
Region 27

NOTE THAT WE MOVED NOVEMBER 1st!
My new contact information is:

National Labor Relations Board - Region 27 Denver
Byron Rogers Federal Office Building

1961 Stout Street, Suite 13-103
Denver, CO 80294
Tel: (303)844-0000/ Fax: (303)844-6249

This email may contain confidential and privileged material for the sole use of the intended recipient(s). Any review, use, distribution or disclosure by others is strictly prohibited. If you are not the intended recipient (or authorized to receive for the recipient), please contact the sender by reply email and delete all copies of this message.

Littler Mendelson, P.C. is part of the international legal practice Littler Global, which operates worldwide through a number of separate legal entities. Please visit www.littler.com for more information.

Re: *Pattern Makers*- Maintenance of Membership

Section 8(a)(2) is not implicated with regard to (b) (6), (b) (7)(C) termination or the maintenance of membership clause, which are 8(a)(3) violations, only in connection with the money illegally deducted from (b) (6), (b) (7)(C) checks without (b) (6), (b) (7)(C) permission. I would be happy to amend the charge to reflect this. Please let me know if you would like me to do so.

I primarily rely on *Pattern Makers v. NLRB*, 473 U.S. 95, (1985), in alleging that the maintenance of membership clause is illegal on its face:

“Because of mounting objections to the closed shop, in 1947—after hearings and full consideration—Congress enacted the Taft-Hartley Act. Section 8(a)(3) of that Act effectively eliminated compulsory union membership by outlawing the closed shop. The union security agreements permitted by § 8(a)(3) require employees to pay dues, but an employee cannot be discharged for failing to abide by union rules or policies with which he disagrees. Under § 8(a)(3), the only aspect of union membership that can be required pursuant to a union shop agreement is the payment of dues. See *Radio Officers v. NLRB*, 347 U.S. 17, 41, 74 S.Ct. 323, 336, 98 L.Ed. 455 (1954) (union security agreements cannot be used for “any purpose other than to compel payment of union dues and fees”). “ ‘Membership,’ as a condition of employment, is whittled down to its financial core.” *NLRB v. General Motors Corp.*, 373 U.S. 734, 742, 83 S.Ct. 1453, 1459, 10 L.Ed.2d 670 (1963)...

Thus, the Court further stated that:

“Full union membership thus no longer can be a requirement of employment. If a new employee refuses formally to join a union and subject himself to its discipline, he cannot be fired.”

Pursuant to *Pattern Makers* and the above cases referenced therein, (b) (6), (b) (7)(C) has an unencumbered right to refrain from union membership. Not only does Article 4 require that employees, “shall, as a condition of employment, become members of the Union...” it goes a step further and requires not only membership, but membership in “good standing.” This goes beyond what is permissible under *Pattern Makers* and *General Motors*, as (b) (6), (b) (7)(C) must merely fulfill (b) (6), (b) (7)(C) “financial core” requirements as a condition of employment. The requirements of “membership” and “membership in good standing” are thus illegal on their face. Further, under Section 7, (b) (6), (b) (7)(C) has a right to refrain from “forming, joining, or assisting” a labor organization.

.

From: Devitt, Michelle
Sent: Tuesday, September 23, 2014 3:21 PM
To: 'Levine, Jonathan O.'
Subject: Michels Corporation - 27-CA-135802

Hello Mr. Levine,

I am sorry it took me a little bit to get back to your question, but hopefully the following result from my quick research on the liability question answers your question and will help the parties in their settlement discussions. Please let me know if I can be of any further assistance, and let me know if there are any advancements in negotiations. The case is currently set to be decided in early October, in the absence of settlement, so discussions stall, I will obviously need to know as quickly as possible.

“Normally, where 8(b)(2)/8(a)(3) violations occur, the union and the employer are held jointly and severally liable for such make-whole amounts, although the union's share of that joint and several liability will be extinguished 5 days after it gives a required notice to the employer that it no longer objects to the targeted employee's employment, following which the employer's backpay liability becomes exclusive and does not terminate until the date it offers reinstatement to the employee.” *Greenteam of San José*, 30 NLRB 999, 1007 (1996) (citing *Claremont Resort Hotel*, *supra*, 260 NLRB 1088 fn. 1).

Micky Devitt, Attorney
National Labor Relations Board,
Region 27
303-844-0000/303-844-6249 (fax)

.

From: Levine, Jonathan O. <JLevine@littler.com>
Sent: Tuesday, September 23, 2014 5:38 PM
To: Devitt, Michelle
Subject: FW: Michels Corporation - Proposed Non-Board Settlement

Micky. Just keeping you in the loop. Michels will wait for a response to its unconditional offer for (b) (6), (b) (7)(C) to return to work. Regards, JL

Jonathan Levine, Office Managing Shareholder
414.291.5537 direct 414.698.6243 mobile 414.755.1447 fax jlevine@littler.com
111 East Kilbourn Avenue, Suite 1000 | Milwaukee, WI 53202

Littler Mendelson | littler.com
Employment & Labor Law Solutions Worldwide

-----Original Message-----

From: Levine, Jonathan O. [mailto:JLevine@littler.com]
Sent: Tuesday, September 23, 2014 4:35 PM
To: Levine, Jonathan O.; johnsonterrence@hotmail.com; 'Byron Andrus'
Subject: RE: Michels Corporation - Proposed Non-Board Settlement

Gentlemen. Mr. Andrus has informed me that his client is no longer interested in doing a non-board settlement that includes the union. As such, Michels is hereby offering (b) (6), (b) (7)(C) job back without condition. Please let me know if you have any questions or concerns. Mr. Andrus, please let me know when Michels can expect (b) (6), (b) (7)(C) to return to work. Regards, JL

Jonathan Levine, Office Managing Shareholder
414.291.5537 direct 414.698.6243 mobile 414.755.1447 fax jlevine@littler.com
111 East Kilbourn Avenue, Suite 1000 | Milwaukee, WI 53202

Littler Mendelson | littler.com
Employment & Labor Law Solutions Worldwide

-----Original Message-----

From: Levine, Jonathan O. [mailto:JLevine@littler.com]
Sent: Tuesday, September 23, 2014 5:36 AM
To: johnsonterrence@hotmail.com; 'Byron Andrus'
Subject: Michels Corporation - Proposed Non-Board Settlement

Terrence and Byron. Please see the attached settlement draft. You will see a blank for the back pay amount - Byron, I would ask you to fill that in. Please let me know your respective thoughts on the draft. Regards, JL

Jonathan Levine, Office Managing Shareholder

414.291.5537 direct 414.698.6243 mobile 414.755.1447 fax jlevine@littler.com<mailto:jlevine@littler.com>

111 East Kilbourn Avenue, Suite 1000 | Milwaukee, WI 53202

[Littler]<<http://www.littler.com/>> | [littler.com](http://www.littler.com)<<http://www.littler.com>>

Employment & Labor Law Solutions Worldwide

This email may contain confidential and privileged material for the sole use of the intended recipient(s). Any review, use, distribution or disclosure by others is strictly prohibited. If you are not the intended recipient (or authorized to receive for the recipient), please contact the sender by reply email and delete all copies of this message.

Littler Mendelson, P.C. is part of the international legal practice Littler Global, which operates worldwide through a number of separate legal entities. Please visit www.littler.com for more information.

.

From: Byron Andrus <bsa@nrtw.org>
Sent: Wednesday, September 24, 2014 8:18 AM
To: Devitt, Michelle
Subject: RE: Non-Board Settlement Talks

Ms. Devitt,

The reason that (b) (6), (b) (7)(C) objects to the inclusion of the union in the settlement is that (b) (6) does not think that the union will correct its behavior in the future with regard to other non-members if it simply pays (b) (6) off without notifying the other bargaining unit members what occurred. For this reason, (b) (6) is seeking a notice posting both at the jobsite (in English and Spanish, if possible) and on the Local's website as part of a settlement (b) (6), (b) (7)(C) does not have a preference as to whether (b) (6) back pay is reimbursed by Michels or by the union, so I think (b) (6) would actually prefer joint and several liability to attempting to hold just one party liable.

(b) (6), (b) (7)(C) was not satisfied with Michels' refusal to reimburse (b) (6), (b) (7)(C) and seek the money from the union on its own (it is Michels' position that the union, not it, should be responsible for shouldering the full amount of back pay), and this is the crux of why our talks broke down. Had Michels agreed to do this, we would have asked you to withdraw the charge against it (b) (6), (b) (7)(C) would have then sought a notice posting remedy from the union separately.

(b) (6), (b) (7)(C) main problem from the outset was with the union. While (b) (6) still feels (b) (6) should be reimbursed for the wages (b) (6) lost and believes that either Michels, the union, or both should pay (b) (6) back pay, (b) (6) primary concern is that the union learns its lesson not to treat other non-members in the bullying and disrespectful way that (b) (6) was treated by this Local's officials. (b) (6) thinks that if (b) (6) does not seek a notice posting remedy that the union will continue to run roughshod over other non-members.

Sincerely,

Byron Andrus

Foundation Staff Attorney (*Admitted to practice in the District of Columbia only*)

Tu ne cede malis, sed contra audentior ito.

From: Devitt, Michelle [mailto:Michelle.Devitt@nlrb.gov]
Sent: Tuesday, September 23, 2014 6:16 PM
To: Byron Andrus
Subject: Re: Non-Board Settlement Talks

Mr. Andrus,

I am sorry to hear that these talks have stalled. We are still proceeding with the investigation. But I am trying to understand why (b) (6), (b) (7)(C) objects to the Union's involvement in the settlement. My understanding is that full backpay and dues restitution were on the table, and that the negotiations were trilateral. Am I correct in understanding that the issue is that the Charging Party wants the remedy to come from the Employer and not the Union? Because that outcome would not be guaranteed in litigation either, since if there is ultimately a Board order in the Charging Party's favor, liability would be joint and several. A Board remedy could come from either party in full, or in part from both. Neither of these parties appears at risk for insolvency, so I don't believe that would be a concern.

Or is there something else that your client hopes to gain through litigation against the Union? Obviously this is a non-Board settlement negotiation, and we are not a party, but the Board likes to foster cooperative outcomes where we can. If I can be of any assistance to the parties, I would be happy to help.

Thank you,

Micky Devitt, Attorney
National Labor Relations Board,
Region 27
303-844-0000/303-844-6249 (fax)

From: Byron Andrus [<mailto:bsa@nrtw.org>]
Sent: Tuesday, September 23, 2014 1:37 PM
To: Devitt, Michelle
Subject: Non-Board Settlement Talks

Ms. Devitt,

I just concluded discussions with Michels' lawyer regarding a proposed non-Board settlement. The proposal is attached. I wanted to let you know for your purposes that Michels' lawyers informed me that the union was willing to reimburse (b) (6), (b) (7)(C) the full \$6,400 in back pay as a part of this proposed settlement. (b) (6), (b) (7)(C) took issue with the fact that the union was included in this settlement proposal and that the company was unwilling to pay (b) (6), (b) (7)(C) and seek reimbursement from the union. On this basis (b) (6), (b) (7)(C) rejected the proposal. We would like to continue with the Board process against both charged parties. Please let me know if you have any questions.

Sincerely,

Byron Andrus

Foundation Staff Attorney (*Admitted to practice in the District of Columbia only*)

Tu ne cede malis, sed contra audentior ito.

.

From: Devitt, Michelle
Sent: Wednesday, October 8, 2014 12:58 PM
To: 'Levine, Jonathan O.'
Subject: Michels Corp (27-CA-135802)

Hello Jon,

In the event that the above case still cannot be settled non-Board, we will need to make a merit finding on the charge allegations this month. You had said that you would be sending a position statement, but I have not received one. Please submit whatever position and evidence you would like me to consider no later than October 14th. If the Regional Director finds merit, we will be able to pursue a Board settlement at that time.

Thank you,

Micky Devitt, Attorney
National Labor Relations Board,
Region 27

NOTE THAT WE MOVED NOVEMBER 1st!
My new contact information is:

National Labor Relations Board - Region 27 Denver
Byron Rogers Federal Office Building
1961 Stout Street, Suite 13-103
Denver, CO 80294
Tel: (303)844-0000/ Fax: (303)844-6249

.

From: Byron Andrus <bsa@nrtw.org>
Sent: Wednesday, October 22, 2014 10:43 AM
To: JLevine@littler.com; johnsonterrence@hotmail.com
Cc: Devitt, Michelle
Subject: RE: Non-Board Settlement

Mr. Levine,

I apologize for the misunderstanding. I thought that you had been working with the union in crafting settlement language since you had coordinated with them in drafting the previous settlement proposal. Mr. Johnson and I have agreed on the Notice language and I am now waiting to hear back from him regarding the charged parties' willingness to fully compensate (b) (6), (b) (7)(C) with back pay.

I know that (b) (6), (b) (7)(C) is willing to conditionally withdraw the charge against the company provided that the settlement includes full back pay. If either you or Mr. Johnson would like to send some settlement language over to me I would be happy to look at it.

Sincerely,

Byron Andrus

Foundation Staff Attorney (*Admitted to practice in the District of Columbia only*)

Tu ne cede malis, sed contra audentior ito.

From: Levine, Jonathan O. [mailto:JLevine@littler.com]
Sent: Wednesday, October 22, 2014 9:57 AM
To: Devitt, Michelle; Byron Andrus; terrence johnson
Subject: RE: Non-Board Settlement

Hi Micky. I am not aware of any ongoing settlement discussions as I have not heard from Mr. Andrus. If there is something I can do to help, please let me know. I am very familiar with Independent Stave and its limits. JL

Jonathan Levine, Office Managing Shareholder
414.291.5537 direct 414.698.6243 mobile 414.755.1447 fax jlevine@littler.com
111 East Kilbourn Avenue, Suite 1000 | Milwaukee, WI 53202

Littler | littler.com
Employment & Labor Law Solutions Worldwide

From: Devitt, Michelle [mailto:Michelle.Devitt@nlrb.gov]
Sent: Tuesday, October 21, 2014 4:57 PM
To: Byron Andrus; Levine, Jonathan O.; terrence johnson
Subject: Non-Board Settlement

Hello Gentlemen,

It occurred to me to draw your attention to the Board's Operations Memo 07-27 (Dec. 27, 2006) on Non-Board Settlements (which can be found on the Board's website here: <http://www.nlrb.gov/reports-guidance/operations-management-memos>), which has guidance on various considerations that the agency will weigh when considering

approval of Non-Board Settlements. I say this because there are certain settlement terms that we cannot approve, including many that are common in civil litigation, like releases of future claims, or broad confidentiality provisions, or penalties for breach. Nothing in the initial settlement proposal jumps out at me as being in conflict with OM guidance, but I just wanted to flag it for you all to be aware of.

Micky Devitt, Attorney
National Labor Relations Board,
Region 27

NOTE THAT WE MOVED NOVEMBER 1st!
My new contact information is:

National Labor Relations Board - Region 27 Denver
Byron Rogers Federal Office Building
1961 Stout Street, Suite 13-103
Denver, CO 80294
Tel: (303)844-0000/ Fax: (303)844-6249

This email may contain confidential and privileged material for the sole use of the intended recipient(s). Any review, use, distribution or disclosure by others is strictly prohibited. If you are not the intended recipient (or authorized to receive for the recipient), please contact the sender by reply email and delete all copies of this message.

Littler Mendelson, P.C. is part of the international legal practice Littler Global, which operates worldwide through a number of separate legal entities. Please visit www.littler.com for more information.

.

From: Levine, Jonathan O. <JLevine@littler.com>
Sent: Monday, October 27, 2014 8:53 AM
To: Byron Andrus; johnsonterrence@hotmail.com; Devitt, Michelle
Subject: RE: Updated Proposal w/ edits suggestions
Attachments: 10_27 SETTLEMENT AGREEMENT AND GENERAL RELEASE (JL Edits) (129761884_1).doc

Please let me know if the attached work. The changes are in yellow. JL

Jonathan Levine, Office Managing Shareholder
414.291.5537 direct 414.698.6243 mobile 414.755.1447 fax jlevine@littler.com
111 East Kilbourn Avenue, Suite 1000 | Milwaukee, WI 53202

Littler | littler.com
Employment & Labor Law Solutions Worldwide

From: Byron Andrus [mailto:bsa@nrtw.org]
Sent: Monday, October 27, 2014 7:43 AM
To: Levine, Jonathan O.; johnsonterrence@hotmail.com; michelle.devitt@nlrb.gov
Subject: RE: Updated Proposal w/ edits suggestions

That works for me. Thanks.

Sincerely,

Byron Andrus

Foundation Staff Attorney (*Admitted to practice in the District of Columbia only*)

Tu ne cede malis, sed contra audentior ito.

From: Levine, Jonathan O. [mailto:JLevine@littler.com]
Sent: Sunday, October 26, 2014 4:07 PM
To: Byron Andrus; johnsonterrence@hotmail.com; michelle.devitt@nlrb.gov
Subject: RE: Updated Proposal w/ edits suggestions

Gentlemen. I see two problems with the attached (which is a renumbered version of what you sent me). First, the document is called Settlement Agreement and General Release and the General Release has been removed. Second, the Charge against Michels should be dismissed once it pays the \$91 not whenever the Union fulfills its obligations. Other than that, I see no issue with the proposed agreement. Would you like me to edit it? JL

Jonathan Levine, Office Managing Shareholder
414.291.5537 direct 414.698.6243 mobile 414.755.1447 fax jlevine@littler.com
111 East Kilbourn Avenue, Suite 1000 | Milwaukee, WI 53202

Littler | littler.com
Employment & Labor Law Solutions Worldwide

From: Byron Andrus [mailto:bsa@nrtw.org]
Sent: Friday, October 24, 2014 1:55 PM

To: johnsonterrence@hotmail.com; Levine, Jonathan O.

Subject: Updated Proposal w/ edits suggestions

Gentlemen,

Attached is a copy of the latest proposal language with the edits we have already discussed. (b) (6), (b) (7)(C) has proposed two additional edits. The first can be found in Paragraph 4 and the second can be found in the notice itself. Both edits are in red. Assuming these edits are satisfactory to you, (b) (6), (b) (7)(C) will be satisfied with the language in both the notice and the settlement proposal.

Sincerely,

Byron Andrus

Foundation Staff Attorney (*Admitted to practice in the District of Columbia only*)

Tu ne cede malis, sed contra audentior ito.

This email may contain confidential and privileged material for the sole use of the intended recipient(s). Any review, use, distribution or disclosure by others is strictly prohibited. If you are not the intended recipient (or authorized to receive for the recipient), please contact the sender by reply email and delete all copies of this message.

Littler Mendelson, P.C. is part of the international legal practice Littler Global, which operates worldwide through a number of separate legal entities. Please visit www.littler.com for more information.

This email may contain confidential and privileged material for the sole use of the intended recipient(s). Any review, use, distribution or disclosure by others is strictly prohibited. If you are not the intended recipient (or authorized to receive for the recipient), please contact the sender by reply email and delete all copies of this message.

Littler Mendelson, P.C. is part of the international legal practice Littler Global, which operates worldwide through a number of separate legal entities. Please visit www.littler.com for more information.

SETTLEMENT AGREEMENT AND GENERAL RELEASE

This Settlement Agreement and General Release ("Agreement") is entered into by and between Michels Corporation (the "Company"), Laborers Local 578 (the "Union") and (b) (6), (b) (7)(C) collectively referred to as "the Parties."

WHEREAS, the Company terminated (b) (6), (b) (7)(C) employment at the request of the Union on (b) (6), (b) (7)(C) 2014;

WHEREAS, (b) (6), (b) (7)(C) filed unfair labor practice charges with the National Labor Relations Board ("Board") alleging that the Company and the Union violated the National Labor Relations Act (the "Act");

WHEREAS, the case numbers for the unfair labor practice charges are 27-CA-135802 and 27-CB-135800 and are collectively referred to hereinafter as the "Charges";

WHEREAS, the Company and the Union have denied and continue to deny the Charges;

WHEREAS, the Parties wish to fully and finally resolve all issues between them, whether known or unknown, asserted or unasserted, including but not limited to the Charges and any all other matters arising from or out of (b) (6), (b) (7)(C) employment with Michels and the termination of (b) (6), employment;

NOW THEREFORE, for good and valuable consideration, the Parties agree to the following terms and conditions:

1. Definitions. For purposes of this Agreement:

a. The terms "Company" and "Union" shall include without limitation each and all their current and former parent companies, subsidiaries, affiliates, divisions, officers, employees, agents, directors, supervisors, representatives, successors, assigns and all persons acting by, through, under, or in concert with any of them.

2. No Admission of Liability. This Agreement and compliance with this Agreement shall not be construed as an admission of any wrongdoing or liability whatsoever.

3. Settlement Payments. The Union shall pay (b) (6), (b) (7)(C) \$6,400 and Michels shall pay (b) (6), (b) (7)(C) Ninety One Dollars and Fifty Three Cents (\$91.53) within ten (10) days. (b) (6), (b) (7)(C) agrees that these Settlement Payments fully compensate (b) (6), (b) (7)(C) for all alleged damages arising out of (b) (6), (b) (7)(C) employment with Michels and termination thereof including, without limitation, all claims and allegations made in the Charges.

4. Withdrawal of Charge. (b) (6), (b) (7)(C) agrees that (b) (6), (b) (7)(C) will request the withdrawal of the Charge against Michels with prejudice after receipt of Michel's Settlement Payment set forth in Paragraph 3 above. (b) (6), (b) (7)(C) agrees that (b) (6), (b) (7)(C) will request the withdrawal of the Charge against the Union with prejudice after receipt of the Union's Settlement Payment set forth in Paragraph 3 above and confirmation from the Union that the Notice referenced in Paragraph 5 below has been mailed.

5. Notice to Unit Members. The Union shall mail to all Employees of the bargaining unit in which (b) (6), (b) (7)(C) was employed the "Notice to Members and Employees" as agreed upon by (b) (6), (b) (7)(C) and the Union. A copy of it is attached hereto and incorporated into this settlement agreement.

6. General Release. (b) (6), (b) (7)(C) hereby irrevocably and unconditionally release and forever discharge the Company and Union from any and all charges, complaints, grievances, claims, actions, and liabilities of any kind (hereinafter referred to as "Claim" or "Claims"), whether known or unknown, suspected or unsuspected, which (b) (6), (b) (7)(C) has, had or may have as a result of any act or omission of any kind on the part of the Company or the Union from the date of (b) (6), (b) (7)(C) hire by the Company through and including the date of this Agreement. All such Claims are forever barred by this Agreement. Without limiting the generality of the foregoing, this release applies to any and all claims under any state, federal, or local laws, statutes, ordinances, rules, regulations or executive orders (and any amendments thereto) relating to employment and/or discrimination in employment including but not limited to the National Labor Relations Act, Title VII of the Civil Rights Act of 1964, as amended, the Civil Rights Act of 1991, Section 1981 of the Civil Rights Act of 1866, the Americans With Disabilities Act, the Genetic

Information Non-Disclosure Act, the Equal Pay Act, the Colorado Anti-Discrimination Act, the Colorado Wage Claim Act and/or any other federal, state, local, or municipal statute, law, constitution, ordinance, or regulation; except an action to enforce the terms and conditions of this Agreement.

7. Agency Participation. (b) (6), (b) (7)(C) agrees not to sue or bring any action, whether federal, state, or local, judicial or administrative, now or at any future time, against the Company or Union with respect to any Claims released by this Agreement. Nothing in this Agreement prevents (b) (6), (b) (7)(C) from filing a different charge or complaint with or participating in an investigation or proceeding conducted by the Equal Employment Opportunity Commission, National Labor Relations Board, or any comparable federal, state, or local agency for a separate matter. However, by signing this Agreement and agreeing to the release of claims, (b) (6), (b) (7)(C) is waiving (b) (6), right to recover or receive any individual relief or damages in any such charge or complaint with respect to any matters covered or Claims released by this Agreement.

8. Entire Agreement. This Agreement contains the entire understanding between the Parties and fully supersedes any and all prior agreements or understandings between them, whether written or oral. This Agreement may not be amended or modified, except by another writing executed by all of the Parties.

9. Severability. Should any provision of this Agreement be declared illegal, invalid, or unenforceable or be determined by any court of competent jurisdiction to be illegal, invalid, or unenforceable, this Agreement shall be declared null and void, (b) (6), (b) (7)(C) shall be required to reimburse the Company and Union for the Settlement Payments provided in paragraph 4 and the Parties shall be left with the rights they enjoyed prior to the signing of this Agreement.

10. Special Provisions and Acknowledgments By signing this Agreement, (b) (6), (b) (7)(C) specifically acknowledges that: (a) (b) (6) has carefully read and understands this Agreement; (b) (b) (6) has been advised to consult with an attorney and/or any other advisors of (b) (6) choice before signing this Agreement; (c) (b) (6),

understands that this Agreement is legally binding and by signing it (b) (6) gives up certain rights; (d) (b) (6) has voluntarily chosen to enter into this Agreement and has not been forced or pressured in any way to sign it; and (e) (b) (6) has not relied upon any representation, statement or omission made by the Company or Union with regard to the subject matter, basis or effect of this Agreement or otherwise, other than those expressly stated in this Agreement.

WHEREFORE, the Parties, by their duly authorized representatives, have executed this Settlement Agreement on the date(s) set forth below.

MICHELS CORPORATION

By: _____

Date: _____

LABORERS LOCAL 578

By: _____

Date: _____

(b) (6), (b) (7)(C)

Date: _____

NOTICE TO MEMBERS AND EMPLOYEES

FEDERAL LAW GIVES YOU THE RIGHT TO REFRAIN FROM ANY OF THE FOLLOWING PROTECTED ACTIVITIES:

- Forming, joining, or assisting a Union;
- Choosing a representative to bargain with your employer on your behalf;
- Acting together with other employees for your benefit and protection.

WE WILL NOT do anything to prevent you from exercising the above rights.

WE WILL NOT fail to inform you of your rights to resign your Union membership and, if you choose, to “object” to the use of your “union security payments” for any purposes other than those directly related to collective bargaining. This objection is called “Beck objection” and employees who have made a “Beck

objection" to the Union must only pay for that part of their dues spent on activities directly related to collective bargaining.

WE WILL NOT fail to inform you of your right to be and remain nonmembers, and of the right of nonmembers to object to the paying of dues for nonrepresentational activities.

WE WILL NOT threaten to ask the Employer to discharge you under the Union Security clause of the collective bargaining agreement prior to informing you of your rights to become and remain a non-member of the Union and of the rights of nonmembers to object to paying for union activities not directly related to collective bargaining and to obtain a reduction in dues and fees for such non-representational activities.

WE WILL NOT accept dues from the Employer for bargaining unit members unless they sign appropriate authorizations for the deduction of such dues from (b) (6) paychecks.

WE WILL NOT in any like or related manner, restrain or coerce you in the exercise of your rights under Section 7 of the Act.

WE WILL inform each unit member of the right to resign Union membership and of the right of non-members to "object" to the use of his or her "union security payments" for any purposes other than those directly related to collective bargaining. These rights are known as *General Motors* and *Beck* rights.

WE WILL notify the Employer that we never had and do not currently have any valid authorization to deduct dues from (b) (6), (b) (7)(C) pay.

WE WILL refund and disgorge to (b) (6), (b) (7)(C) all the dues we collected from (b) (6), (b) (7)(C) during (b) (6) employment with Michels Tunneling while working in Local 578's jurisdiction.

LIUNA LOCAL 578
(Labor Organization)

By: _____
(Representative) (Title)

Dated: _____

.

From: Levine, Jonathan O. <JLevine@littler.com>
Sent: Thursday, October 30, 2014 2:31 PM
To: Byron Andrus; terrence johnson
Cc: Devitt, Michelle
Subject: RE: Updated Proposal w/ edits suggestions
Attachments: 10_30 SETTLEMENT AGREEMENT AND RELEASE (JL Edits) (129761884_2).doc

Follow Up Flag: Follow up
Flag Status: Flagged

People. Here is a revised version with a release limited to the Charges. This is what my client is willing to sign. JL

Jonathan Levine, Office Managing Shareholder
414.291.5537 direct 414.698.6243 mobile 414.755.1447 fax jlevine@littler.com
111 East Kilbourn Avenue, Suite 1000 | Milwaukee, WI 53202

 | littler.com
Employment & Labor Law Solutions Worldwide

From: Byron Andrus [mailto:bsa@nrtw.org]
Sent: Thursday, October 30, 2014 12:34 PM
To: terrence johnson; Levine, Jonathan O.
Cc: Michelle.Devitt@nlrb.gov
Subject: RE: Updated Proposal w/ edits suggestions

Mr. Johnson,

(b) (6), (b) (7)(C) took issue with the inclusion of the "General Release" clause in the proposal and does not want it in the final agreement. If both parties consent to excluding the clause, I think we will be ready to move forward.

Sincerely,

Byron Andrus

-----Original Message-----

From: terrence johnson [mailto:johnsonterrence@hotmail.com]
Sent: Thu 10/30/2014 1:31 PM
To: Byron Andrus; Levine, Jonathan O.
Cc: Michelle.Devitt@nlrb.gov
Subject: RE: Updated Proposal w/ edits suggestions

Gentlemen:

Has there been any movement on the proposed settlement language? As you know, the Union and (b) (6), (b) (7)(C) have agreed upon settlement terms so we are just waiting for the Employer and (b) (6), (b) (7)(C) to agree upon terms.

Thanks,

Terrence Johnson
Attorney at Law
P.O. Box 732

Snyder, CO 80750
(719) 201-4706

Subject: RE: Updated Proposal w/ edits suggestions
Date: Mon, 27 Oct 2014 09:38:57 -0400
From: bsa@nrtw.org
To: JLevine@littler.com
CC: Michelle.Devitt@nlrb.gov; johnsonterrence@hotmail.com

I apologize for misreading your e-mail. (b) (6), (b) (7)(C) does not consent to such language. Sincerely, Byron Andrus Foundation Staff Attorney (Admitted to practice in the District of Columbia only) Tu ne cede malis, sed contra audentior ito. From: Levine, Jonathan O. [\[mailto:JLevine@littler.com\]](mailto:JLevine@littler.com)

Sent: Monday, October 27, 2014 9:01 AM

To: Byron Andrus; johnsonterrence@hotmail.com; michelle.devitt@nlrb.gov

Subject: RE: Updated Proposal w/ edits suggestions Didn't you just send me an email that said "That works for me" in response to the concerns I raised? I've never settled a charge without a release. JL Jonathan Levine, Office Managing Shareholder 414.291.5537 direct 414.698.6243 mobile 414.755.1447 fax jlevine@littler.com 111 East Kilbourn Avenue, Suite 1000 | Milwaukee, WI 53202 | littler.com

Employment & Labor Law Solutions Worldwide From: Byron Andrus [\[mailto:bsa@nrtw.org\]](mailto:bsa@nrtw.org)

Sent: Monday, October 27, 2014 7:58 AM

To: Levine, Jonathan O.; johnsonterrence@hotmail.com; michelle.devitt@nlrb.gov

Subject: RE: Updated Proposal w/ edits suggestions Mr. Levine, (b) (6), (b) (7)(C) does not consent to the inclusion of Paragraph 6 (General Release). Mr. Johnson has indicated that the removal of this provision is acceptable to the union. Sincerely, Byron Andrus Foundation Staff Attorney (Admitted to practice in the District of Columbia only) Tu ne cede malis, sed contra audentior ito. From: Levine, Jonathan O. [\[mailto:JLevine@littler.com\]](mailto:JLevine@littler.com)

Sent: Monday, October 27, 2014 8:53 AM

To: Byron Andrus; johnsonterrence@hotmail.com; michelle.devitt@nlrb.gov

Subject: RE: Updated Proposal w/ edits suggestions Please let me know if the attached work. The changes are in yellow. JL Jonathan Levine, Office Managing Shareholder 414.291.5537 direct 414.698.6243 mobile 414.755.1447 fax jlevine@littler.com 111 East Kilbourn Avenue, Suite 1000 | Milwaukee, WI 53202 | littler.com

Employment & Labor Law Solutions Worldwide From: Byron Andrus [\[mailto:bsa@nrtw.org\]](mailto:bsa@nrtw.org)

Sent: Monday, October 27, 2014 7:43 AM

To: Levine, Jonathan O.; johnsonterrence@hotmail.com; michelle.devitt@nlrb.gov

Subject: RE: Updated Proposal w/ edits suggestions That works for me. Thanks. Sincerely, Byron Andrus Foundation Staff Attorney (Admitted to practice in the District of Columbia only) Tu ne cede malis, sed contra audentior ito. From: Levine, Jonathan O. [\[mailto:JLevine@littler.com\]](mailto:JLevine@littler.com)

Sent: Sunday, October 26, 2014 4:07 PM

To: Byron Andrus; johnsonterrence@hotmail.com; michelle.devitt@nlrb.gov

Subject: RE: Updated Proposal w/ edits suggestions Gentlemen. I see two problems with the attached (which is a renumbered version of what you sent me). First, the document is called Settlement Agreement and General Release and the General Release has been removed. Second, the Charge against Michels should be dismissed once it pays the \$91 not whenever the Union fulfills its obligations. Other than that, I see no issue with the proposed agreement. Would you like me to edit it? JL Jonathan Levine, Office Managing Shareholder 414.291.5537 direct 414.698.6243 mobile 414.755.1447 fax jlevine@littler.com 111 East Kilbourn Avenue, Suite 1000 | Milwaukee, WI 53202 | littler.com

| littler.com

Employment & Labor Law Solutions Worldwide From: Byron Andrus [\[mailto:bsa@nrtw.org\]](mailto:bsa@nrtw.org)

Sent: Friday, October 24, 2014 1:55 PM

To: johnsonterrence@hotmail.com; Levine, Jonathan O.

Subject: Updated Proposal w/ edits suggestions Gentlemen, Attached is a copy of the latest proposal language with the edits we have already discussed. (b) (6), (b) (7)(C) has proposed two additional edits. The first can be found in Paragraph 4 and the second can be found in the notice itself. Both edits are in red. Assuming these edits are satisfactory to you, (b) (6), (b) (7)(C) will be satisfied with the language in both the notice and the settlement proposal. Sincerely, Byron Andrus Foundation Staff Attorney (Admitted to practice in the District of Columbia only) Tu ne cede malis, sed contra audentior ito. ----

This email may contain confidential and privileged material for the sole use of the intended recipient(s). Any review, use, distribution or disclosure by others is strictly prohibited. If you are not the intended recipient (or authorized to receive for the recipient), please contact the sender by reply email and delete all copies of this message.

Littler Mendelson, P.C. is part of the international legal practice Littler Global, which operates worldwide through a number of separate legal entities. Please visit www.littler.com for more information.----

This email may contain confidential and privileged material for the sole use of the intended recipient(s). Any review, use, distribution or disclosure by others is strictly prohibited. If you are not the intended recipient (or authorized to receive for the recipient), please contact the sender by reply email and delete all copies of this message.

Littler Mendelson, P.C. is part of the international legal practice Littler Global, which operates worldwide through a number of separate legal entities. Please visit www.littler.com for more information.----

This email may contain confidential and privileged material for the sole use of the intended recipient(s). Any review, use, distribution or disclosure by others is strictly prohibited. If you are not the intended recipient (or authorized to receive for the recipient), please contact the sender by reply email and delete all copies of this message.

Littler Mendelson, P.C. is part of the international legal practice Littler Global, which operates worldwide through a number of separate legal entities. Please visit www.littler.com for more information.

This email may contain confidential and privileged material for the sole use of the intended recipient(s). Any review, use, distribution or disclosure by others is strictly prohibited. If you are not the intended recipient (or authorized to receive for the recipient), please contact the sender by reply email and delete all copies of this message.

Littler Mendelson, P.C. is part of the international legal practice Littler Global, which operates worldwide through a number of separate legal entities. Please visit www.littler.com for more information.

ARTICLE 4 UNION MEMBERSHIP

A. All employees covered by this Agreement and coming under the jurisdiction of the Union as set forth in the Recognition Clause, Article 2, shall, as a condition of employment, become members of the Union within eight (8) days following the date of this Agreement, and shall remain members in good standing during the term of this Agreement. All new employees covered by this Agreement and coming under the jurisdiction of the Union, as set forth in the Recognition Clause, Article 2, shall, as a condition of employment, become members of the Union within eight (8) days following the date of their employment, and shall remain members in good standing during the term of this Agreement. "Good Standing" for the purpose of this Agreement is interpreted to mean the payment or tender of initiation fees and periodic union dues uniformly required as a condition of acquiring or retaining membership.

B. When an employee fails to tender to an authorized agent of the Union such initiation fees or periodic union dues as are required for good-standing membership, the Employer will, upon written request from the Union, dismiss the employee at the close of the shift during which said written request is furnished by the Union to the Employer. Such written request from the Union shall itemize and certify the delinquent employee's account with the Union and shall be furnished by the Union in triplicate, one (1) copy to be mailed or delivered to the superintendent or foreman of the Employer in charge of the particular project upon which said delinquent employee is employed; one (1) copy to be mailed or delivered to the Employer at its principal place of business in Colorado; and one (1) copy to be mailed or delivered to the delinquent employee.

C. The Union represents that it will not invoke the provisions of this Article unless and until such time as it will have available for the Employer an adequate replacement for the delinquent employee for whom the Union is making written request for dismissal.

D. All new employees hired by the Employer and not dispatched by the Union, the Employer shall provide the Union with the name and social security number of all newly hired employees covered by this agreement within seven (7) calendar days of the date of hire. Upon request by the Union, the Employer shall confirm by fax the employment of all dispatched employees by providing the name and Social Security number.

ARTICLE 5 MANAGEMENT

A. It is distinctly understood and agreed by the Union that the Employer reserves the right of management at all times, and that he may select, in cases of reduction or replacement of forces, those employees who are, in his estimation, the best qualified.

B. The employer shall designate what work each employee shall do, without regard to seniority.

Devitt, Michelle

From: Byron Andrus [bsa@nrtw.org]
Sent: Monday, October 27, 2014 7:39 AM
To: Levine, Jonathan O.
Cc: Devitt, Michelle; johnsonterrence@hotmail.com
Subject: RE: Updated Proposal w/ edits suggestions

I apologize for misreading your e-mail. (b) (6), (b) (7)(C) does not consent to such language.

Sincerely,

Byron Andrus

Foundation Staff Attorney (*Admitted to practice in the District of Columbia only*)

Tu ne cede malis, sed contra audentior ito.

From: Levine, Jonathan O. [mailto:JLevine@littler.com]
Sent: Monday, October 27, 2014 9:01 AM
To: Byron Andrus; johnsonterrence@hotmail.com; michelle.devitt@nlrb.gov
Subject: RE: Updated Proposal w/ edits suggestions

Didn't you just send me an email that said "That works for me" in response to the concerns I raised? I've never settled a charge without a release. JL

Jonathan Levine, Office Managing Shareholder
414.291.5537 direct 414.698.6243 mobile 414.755.1447 fax jlevine@littler.com
111 East Kilbourn Avenue, Suite 1000 | Milwaukee, WI 53202

Littler | littler.com
Employment & Labor Law Solutions Worldwide

From: Byron Andrus [mailto:bsa@nrtw.org]
Sent: Monday, October 27, 2014 7:58 AM
To: Levine, Jonathan O.; johnsonterrence@hotmail.com; michelle.devitt@nlrb.gov
Subject: RE: Updated Proposal w/ edits suggestions

Mr. Levine,

(b) (6), (b) (7)(C) does not consent to the inclusion of Paragraph 6 (General Release). Mr. Johnson has indicated that the removal of this provision is acceptable to the union.

Sincerely,

Byron Andrus

Foundation Staff Attorney (*Admitted to practice in the District of Columbia only*)

Tu ne cede malis, sed contra audentior ito.

From: Levine, Jonathan O. [<mailto:JLevine@littler.com>]
Sent: Monday, October 27, 2014 8:53 AM
To: Byron Andrus; johnsonterrence@hotmail.com; michelle.devitt@nlrb.gov
Subject: RE: Updated Proposal w/ edits suggestions

Please let me know if the attached work. The changes are in yellow. JL

Jonathan Levine, Office Managing Shareholder
414 291.5537 direct 414 698.6243 mobile 414.755 1447 fax jlevine@littler.com
111 East Kilbourn Avenue, Suite 1000 | Milwaukee, WI 53202

Littler

| littler.com

Employment & Labor Law Solutions Worldwide

From: Byron Andrus [<mailto:bsa@nrtw.org>]
Sent: Monday, October 27, 2014 7:43 AM
To: Levine, Jonathan O.; johnsonterrence@hotmail.com; michelle.devitt@nlrb.gov
Subject: RE: Updated Proposal w/ edits suggestions

That works for me. Thanks.

Sincerely,

Byron Andrus

Foundation Staff Attorney (*Admitted to practice in the District of Columbia only*)

Tu ne cede malis, sed contra audentior ito.

From: Levine, Jonathan O. [<mailto:JLevine@littler.com>]
Sent: Sunday, October 26, 2014 4:07 PM
To: Byron Andrus; johnsonterrence@hotmail.com; michelle.devitt@nlrb.gov
Subject: RE: Updated Proposal w/ edits suggestions

Gentlemen. I see two problems with the attached (which is a renumbered version of what you sent me). First, the document is called Settlement Agreement and General Release and the General Release has been removed. Second, the Charge against Michels should be dismissed once it pays the \$91 not whenever the Union fulfills its obligations. Other than that, I see no issue with the proposed agreement. Would you like me to edit it? JL

Jonathan Levine, Office Managing Shareholder
414 291.5537 direct 414.698.6243 mobile 414.755.1447 fax jlevine@littler.com
111 East Kilbourn Avenue, Suite 1000 | Milwaukee, WI 53202

Littler

| littler.com

Employment & Labor Law Solutions Worldwide

From: Byron Andrus [<mailto:bsa@nrtw.org>]
Sent: Friday, October 24, 2014 1:55 PM
To: johnsonterrence@hotmail.com; Levine, Jonathan O.
Subject: Updated Proposal w/ edits suggestions

Gentlemen,

Attached is a copy of the latest proposal language with the edits we have already discussed. (b) (6), (b) (7)(C) has proposed two additional edits. The first can be found in Paragraph 4 and the second can be found in the notice itself. Both edits are in red. Assuming these edits are satisfactory to you, (b) (6), (b) (7)(C) will be satisfied with the language in both the notice and the settlement proposal.

Sincerely,

Byron Andrus

Foundation Staff Attorney (*Admitted to practice in the District of Columbia only*)

Tu ne cede malis, sed contra audentior ito.

●
This email may contain confidential and privileged material for the sole use of the intended recipient(s). Any review, use, distribution or disclosure by others is strictly prohibited. If you are not the intended recipient (or authorized to receive for the recipient), please contact the sender by reply email and delete all copies of this message.

Littler Mendelson, P.C. is part of the international legal practice Littler Global, which operates worldwide through a number of separate legal entities. Please visit www.littler.com for more information.

This email may contain confidential and privileged material for the sole use of the intended recipient(s). Any review, use, distribution or disclosure by others is strictly prohibited. If you are not the intended recipient (or authorized to receive for the recipient), please contact the sender by reply email and delete all copies of this message.

Littler Mendelson, P.C. is part of the international legal practice Littler Global, which operates worldwide through a number of separate legal entities. Please visit www.littler.com for more information.

This email may contain confidential and privileged material for the sole use of the intended recipient(s). Any review, use, distribution or disclosure by others is strictly prohibited. If you are not the intended recipient (or authorized to receive for the recipient), please contact the sender by reply email and delete all copies of this message.

Littler Mendelson, P.C. is part of the international legal practice Littler Global, which operates worldwide through a number of separate legal entities. Please visit www.littler.com for more information.

Devitt, Michelle

From: Levine, Jonathan O. [JLevine@littler.com]
Sent: Monday, October 27, 2014 6:53 AM
To: Byron Andrus; johnsonterrence@hotmail.com; Devitt, Michelle
Subject: RE: Updated Proposal w/ edits suggestions
Attachments: 10_27 SETTLEMENT AGREEMENT AND GENERAL RELEASE (JL Edits) (129761884_1).doc

NxGen: Uploaded

Please let me know if the attached work. The changes are in yellow. JL

Jonathan Levine, Office Managing Shareholder
414.291 5537 direct 414.698 6243 mobile 414.755 1447 fax jlevine@littler.com
111 East Kilbourn Avenue, Suite 1000 | Milwaukee, WI 53202

Littler

| littler.com

Employment & Labor Law Solutions Worldwide

From: Byron Andrus [mailto:bsa@nrtw.org]
Sent: Monday, October 27, 2014 7:43 AM
To: Levine, Jonathan O.; johnsonterrence@hotmail.com; michelle.devitt@nlrb.gov
Subject: RE: Updated Proposal w/ edits suggestions

That works for me. Thanks.

Sincerely,

Byron Andrus

Foundation Staff Attorney (*Admitted to practice in the District of Columbia only*)

Tu ne cede malis, sed contra audentior ito.

From: Levine, Jonathan O. [mailto:JLevine@littler.com]
Sent: Sunday, October 26, 2014 4:07 PM
To: Byron Andrus; johnsonterrence@hotmail.com; michelle.devitt@nlrb.gov
Subject: RE: Updated Proposal w/ edits suggestions

Gentlemen. I see two problems with the attached (which is a renumbered version of what you sent me). First, the document is called Settlement Agreement and General Release and the General Release has been removed. Second, the Charge against Michels should be dismissed once it pays the \$91 not whenever the Union fulfills its obligations. Other than that, I see no issue with the proposed agreement. Would you like me to edit it? JL

Jonathan Levine, Office Managing Shareholder
414 291.5537 direct 414.698.6243 mobile 414.755 1447 fax jlevine@littler.com
111 East Kilbourn Avenue, Suite 1000 | Milwaukee, WI 53202

Littler

| littler.com

Employment & Labor Law Solutions Worldwide

From: Byron Andrus [mailto:bsa@nrtw.org]
Sent: Friday, October 24, 2014 1:55 PM

To: johnsonterrence@hotmail.com; Levine, Jonathan O.

Subject: Updated Proposal w/ edits suggestions

Gentlemen,

Attached is a copy of the latest proposal language with the edits we have already discussed. (b) (6), (b) (7)(C) has proposed two additional edits. The first can be found in Paragraph 4 and the second can be found in the notice itself. Both edits are in red. Assuming these edits are satisfactory to you, (b) (6), (b) (7)(C) will be satisfied with the language in both the notice and the settlement proposal.

Sincerely,

Byron Andrus

Foundation Staff Attorney (*Admitted to practice in the District of Columbia only*)

Tu ne cede malis, sed contra audentior ito.

This email may contain confidential and privileged material for the sole use of the intended recipient(s). Any review, use, distribution or disclosure by others is strictly prohibited. If you are not the intended recipient (or authorized to receive for the recipient), please contact the sender by reply email and delete all copies of this message.

Littler Mendelson, P.C. is part of the international legal practice Littler Global, which operates worldwide through a number of separate legal entities. Please visit www.littler.com for more information.

This email may contain confidential and privileged material for the sole use of the intended recipient(s). Any review, use, distribution or disclosure by others is strictly prohibited. If you are not the intended recipient (or authorized to receive for the recipient), please contact the sender by reply email and delete all copies of this message.

Littler Mendelson, P.C. is part of the international legal practice Littler Global, which operates worldwide through a number of separate legal entities. Please visit www.littler.com for more information.

Devitt, Michelle

From: Levine, Jonathan O. [JLevine@littler.com]
Sent: Sunday, October 26, 2014 2:07 PM
To: Byron Andrus; johnsonterrence@hotmail.com; Devitt, Michelle
Subject: RE: Updated Proposal w/ edits suggestions
Attachments: SETTLEMENT AGREEMENT AND GENERAL RELEASE bsa edits 10-24-14 (129761884_1).doc

Gentlemen. I see two problems with the attached (which is a renumbered version of what you sent me). First, the document is called Settlement Agreement and General Release and the General Release has been removed. Second, the Charge against Michels should be dismissed once it pays the \$91 not whenever the Union fulfills its obligations. Other than that, I see no issue with the proposed agreement. Would you like me to edit it? JL

Jonathan Levine, Office Managing Shareholder
414.291.5537 direct 414.698.6243 mobile 414.755.1447 fax jlevine@littler.com
111 East Kilbourn Avenue, Suite 1000 | Milwaukee, WI 53202

Littler

| littler.com

Employment & Labor Law Solutions Worldwide

From: Byron Andrus [mailto:bsa@nrtw.org]
Sent: Friday, October 24, 2014 1:55 PM
To: johnsonterrence@hotmail.com; Levine, Jonathan O.
Subject: Updated Proposal w/ edits suggestions

Gentlemen,

Attached is a copy of the latest proposal language with the edits we have already discussed. (b) (6), (b) (7)(C) has proposed two additional edits. The first can be found in Paragraph 4 and the second can be found in the notice itself. Both edits are in red. Assuming these edits are satisfactory to you, (b) (6), (b) (7)(C) will be satisfied with the language in both the notice and the settlement proposal.

Sincerely,

Byron Andrus

Foundation Staff Attorney (Admitted to practice in the District of Columbia only)

Tu ne cede malis, sed contra audentior ito.

This email may contain confidential and privileged material for the sole use of the intended recipient(s). Any review, use, distribution or disclosure by others is strictly prohibited. If you are not the intended recipient (or authorized to receive for the recipient), please contact the sender by reply email and delete all copies of this message.

Littler Mendelson, P.C. is part of the international legal practice Littler Global, which operates worldwide through a number of separate legal entities. Please visit www.littler.com for more information.

SETTLEMENT AGREEMENT AND GENERAL RELEASE

This Settlement Agreement and General Release ("Agreement") is entered into by and between Michels Corporation (the "Company"), Laborers Local 578 (the "Union") and (b) (6), (b) (7)(C) collectively referred to as "the Parties."

WHEREAS, the Company terminated (b) (6), (b) (7)(C) employment at the request of the Union on August 20, 2014;

WHEREAS, (b) (6), (b) (7)(C) filed unfair labor practice charges with the National Labor Relations Board ("Board") alleging that the Company and the Union violated the National Labor Relations Act (the "Act");

WHEREAS, the case numbers for the unfair labor practice charges are 27-CA-135802 and 27-CB-135800 and are collectively referred to hereinafter as the "Charges";

WHEREAS, the Company and the Union have denied and continue to deny the Charges;

WHEREAS, the Parties wish to fully and finally resolve all issues between them, whether known or unknown, asserted or unasserted, including but not limited to the Charges and any all other matters arising from or out of (b) (6), (b) (7)(C) employment with Michels and the termination of (b) (6) employment;

NOW THEREFORE, for good and valuable consideration, the Parties agree to the following terms and conditions:

1. **Definitions.** For purposes of this Agreement:

a. The terms "Company" and "Union" shall include without limitation each and all their current and former parent companies, subsidiaries, affiliates, divisions, officers, employees, agents, directors, supervisors, representatives, successors, assigns and all persons acting by, through, under, or in concert with any of them.

2. **No Admission of Liability.** This Agreement and compliance with this Agreement shall not be construed as an admission of any wrongdoing or liability whatsoever.

3. Settlement Payments. The Union shall pay (b) (6), (b) (7)(C) \$6,400 and Michels shall pay (b) (6), (b) (7)(C) Ninety One Dollars and Fifty Three Cents (\$91.53) within ten (10) days. (b) (6), (b) (7)(C) agrees that these Settlement Payments fully compensate (b) (6), (b) (7)(C) for all alleged damages arising out of (b) (6), (b) (7)(C) employment with Michels and termination thereof including, without limitation, all claims and allegations made in the Charges.

4. Withdrawal of Charge. (b) (6), (b) (7)(C) agrees that (b) (6), (b) (7)(C) will request the withdrawal of the Charge against Michels with prejudice after receipt of Michel's Settlement Payment set forth in Paragraph 3 above. (b) (6), (b) (7)(C) agrees that (b) (6), (b) (7)(C) will request the withdrawal of the Charge against the Union with prejudice after receipt of the Union's Settlement Payment set forth in Paragraph 3 above and confirmation from the Union that the Notice referenced in Paragraph 5 below has been mailed.

5. Notice to Unit Members. The Union shall mail to all Employees of the bargaining unit in which (b) (6), (b) (7)(C) was employed the "Notice to Members and Employees" as agreed upon by (b) (6), (b) (7)(C) and the Union. A copy of it is attached hereto and incorporated into this settlement agreement.

6. General Release. (b) (6), (b) (7)(C) hereby irrevocably and unconditionally release and forever discharge the Company and Union from any and all charges, complaints, grievances, claims, actions, and liabilities of any kind (hereinafter referred to as "Claim" or "Claims"), whether known or unknown, suspected or unsuspected, which (b) (6), (b) (7)(C) has, had or may have as a result of any act or omission of any kind on the part of the Company or the Union from the date of (b) (6), (b) (7)(C) hire by the Company through and including the date of this Agreement. All such Claims are forever barred by this Agreement. Without limiting the generality of the foregoing, this release applies to any and all claims under any state, federal, or local laws, statutes, ordinances, rules, regulations or executive orders (and any amendments thereto) relating to employment and/or discrimination in employment including but not limited to the National Labor Relations Act, Title VII of the Civil Rights Act of 1964, as amended, the Civil Rights Act of 1991, Section 1981 of the Civil Rights Act of 1866, the Americans With Disabilities Act, the Genetic

Information Non-Disclosure Act, the Equal Pay Act, the Colorado Anti-Discrimination Act, the Colorado Wage Claim Act and/or any other federal, state, local, or municipal statute, law, constitution, ordinance, or regulation; except an action to enforce the terms and conditions of this Agreement.

7. Agency Participation. (b) (6), (b) (7)(C) agrees not to sue or bring any action, whether federal, state, or local, judicial or administrative, now or at any future time, against the Company or Union with respect to any Claims released by this Agreement. Nothing in this Agreement prevents (b) (6), (b) (7)(C) from filing a different charge or complaint with or participating in an investigation or proceeding conducted by the Equal Employment Opportunity Commission, National Labor Relations Board, or any comparable federal, state, or local agency for a separate matter. However, by signing this Agreement and agreeing to the release of claims, (b) (6), (b) (7)(C) is waiving (b) (6) right to recover or receive any individual relief or damages in any such charge or complaint with respect to any matters covered or Claims released by this Agreement.

8. Entire Agreement. This Agreement contains the entire understanding between the Parties and fully supersedes any and all prior agreements or understandings between them, whether written or oral. This Agreement may not be amended or modified, except by another writing executed by all of the Parties.

9. Severability. Should any provision of this Agreement be declared illegal, invalid, or unenforceable or be determined by any court of competent jurisdiction to be illegal, invalid, or unenforceable, this Agreement shall be declared null and void, (b) (6), (b) (7)(C) shall be required to reimburse the Company and Union for the Settlement Payments provided in paragraph 4 and the Parties shall be left with the rights they enjoyed prior to the signing of this Agreement.

10. Special Provisions and Acknowledgments By signing this Agreement, (b) (6), (b) (7)(C) specifically acknowledges that: (a) (b) (6) has carefully read and understands this Agreement; (b) (b) (6) has been advised to consult with an attorney and/or any other advisors of (b) (6) choice before signing this Agreement; (c) (b) (6)

understands that this Agreement is legally binding and by signing it (b) (6) gives up certain rights; (d) (b) (6) has voluntarily chosen to enter into this Agreement and has not been forced or pressured in any way to sign it; and (e) (b) (6) has not relied upon any representation, statement or omission made by the Company or Union with regard to the subject matter, basis or effect of this Agreement or otherwise, other than those expressly stated in this Agreement.

WHEREFORE, the Parties, by their duly authorized representatives, have executed this Settlement Agreement on the date(s) set forth below.

MICHELS CORPORATION

By: _____

Date: _____

LABORERS LOCAL 578

By: _____

Date: _____

(b) (6), (b) (7)(C)

Date: _____

NOTICE TO MEMBERS AND EMPLOYEES

FEDERAL LAW GIVES YOU THE RIGHT TO REFRAIN FROM ANY OF THE FOLLOWING PROTECTED ACTIVITIES:

- Forming, joining, or assisting a Union;
- Choosing a representative to bargain with your employer on your behalf;
- Acting together with other employees for your benefit and protection.

WE WILL NOT do anything to prevent you from exercising the above rights.

WE WILL NOT fail to inform you of your rights to resign your Union membership and, if you choose, to “object” to the use of your “union security payments” for any purposes other than those directly related to collective bargaining. This objection is called “Beck objection” and employees who have made a “Beck

objection" to the Union must only pay for that part of their dues spent on activities directly related to collective bargaining.

WE WILL NOT fail to inform you of your right to be and remain nonmembers, and of the right of nonmembers to object to the paying of dues for nonrepresentational activities.

WE WILL NOT threaten to ask the Employer to discharge you under the Union Security clause of the collective bargaining agreement prior to informing you of your rights to become and remain a non-member of the Union and of the rights of nonmembers to object to paying for union activities not directly related to collective bargaining and to obtain a reduction in dues and fees for such non-representational activities.

WE WILL NOT accept dues from the Employer for bargaining unit members unless they sign appropriate authorizations for the deduction of such dues from (b) (6) paychecks.

WE WILL NOT in any like or related manner, restrain or coerce you in the exercise of your rights under Section 7 of the Act.

WE WILL inform each unit member of the right to resign Union membership and of the right of non-members to "object" to the use of his or her "union security payments" for any purposes other than those directly related to collective bargaining. These rights are known as *General Motors* and *Beck* rights.

WE WILL notify the Employer that we never had and do not currently have any valid authorization to deduct dues from (b) (6), (b) (7)(C) pay.

WE WILL refund and disgorge to (b) (6), (b) (7)(C) all the dues we collected from (b) (6), (b) (7)(C) during (b) (6), (b) (7)(C) employment with Michels Tunneling while working in Local 578's jurisdiction.

LIUNA LOCAL 578

(Labor Organization)

By: _____
(Representative) (Title)

Dated: _____

Devitt, Michelle

From: terrence johnson [johnsonterrence@hotmail.com]
Sent: Thursday, October 23, 2014 8:40 PM
To: Byron Andrus; JLevine@littler.com
Cc: Devitt, Michelle
Subject: RE: Non-Board Settlement
Attachments: SETTLEMENT AGREEMENT AND GENERAL RELEASE.doc

Follow Up Flag: Follow up
Flag Status: Flagged

Mr. Andrus and Mr. Levine,

I have attached the Union's proposed Settlement Agreement. I used Mr. Levine's first proposed settlement with the exception of Paragraph 5 which I deleted and instead added language to include the Notice as part of the settlement. The Union is open to discussing any desired changes to the Settlement Agreement.

Thanks,

Terrence Johnson
Attorney at Law
P.O. Box 732
Snyder, CO 80750
(719) 201-4706

Subject: RE: Non-Board Settlement
Date: Wed, 22 Oct 2014 10:43:18 -0400
From: bsa@nrtw.org
To: JLevine@littler.com; johnsonterrence@hotmail.com
CC: Michelle.Devitt@nlrb.gov

Mr. Levine,

I apologize for the misunderstanding. I thought that you had been working with the union in crafting settlement language since you had coordinated with them in drafting the previous settlement proposal. Mr. Johnson and I have agreed on the Notice language and I am now waiting to hear back from (b) (6), (b) (7) regarding the charged parties' willingness to fully compensate (b) (6), (b) (7)(C) with back pay.

I know that (b) (6), (b) (7)(C) is willing to conditionally withdraw the charge against the company provided that the settlement includes full back pay. If either you or Mr. Johnson would like to send some settlement language over to me I would be happy to look at it.

Sincerely,

Byron Andrus

Foundation Staff Attorney (*Admitted to practice in the District of Columbia only*)

Tu ne cede malis, sed contra audentior ito.

From: Levine, Jonathan O. [mailto:JLevine@littler.com]
Sent: Wednesday, October 22, 2014 9:57 AM
To: Devitt, Michelle; Byron Andrus; terrence johnson
Subject: RE: Non-Board Settlement

Hi Micky. I am not aware of any ongoing settlement discussions as I have not heard from Mr. Andrus. If there is something I can do to help, please let me know. I am very familiar with Independent Stave and its limits. JL

Jonathan Levine, Office Managing Shareholder
414.291.5537 direct 414.698.6243 mobile 414.755.1447 fax jlevine@littler.com
111 East Kilbourn Avenue, Suite 1000 | Milwaukee, WI 53202

Littler | littler.com
Employment & Labor Law Solutions Worldwide

From: Devitt, Michelle [mailto:Michelle.Devitt@nlrb.gov]
Sent: Tuesday, October 21, 2014 4:57 PM
To: Byron Andrus; Levine, Jonathan O.; terrence johnson
Subject: Non-Board Settlement

Hello Gentlemen,

It occurred to me to draw your attention to the Board's Operations Memo 07-27 (Dec. 27, 2006) on Non-Board Settlements (which can be found on the Board's website here: <http://www.nlrb.gov/reports-guidance/operations-management-memos>), which has guidance on various considerations that the agency will weigh when considering approval of Non-Board Settlements. I say this because there are certain settlement terms that we cannot approve, including many that are common in civil litigation, like releases of future claims, or broad confidentiality provisions, or penalties for breach. Nothing in the initial settlement proposal jumps out at me as being in conflict with OM guidance, but I just wanted to flag it for you all to be aware of.

Micky Devitt, Attorney
National Labor Relations Board,
Region 27

NOTE THAT WE MOVED NOVEMBER 1st!
My new contact information is:

National Labor Relations Board - Region 27 Denver
Byron Rogers Federal Office Building
1961 Stout Street, Suite 13-103
Denver, CO 80294
Tel: (303)844-0000/ Fax: (303)844-6249

This email may contain confidential and privileged material for the sole use of the intended recipient(s). Any

review, use, distribution or disclosure by others is strictly prohibited. If you are not the intended recipient (or authorized to receive for the recipient), please contact the sender by reply email and delete all copies of this message.

Littler Mendelson, P.C. is part of the international legal practice Littler Global, which operates worldwide through a number of separate legal entities. Please visit www.littler.com for more information.

SETTLEMENT AGREEMENT AND GENERAL RELEASE

This Settlement Agreement and General Release ("Agreement") is entered into by and between Michels Corporation (the "Company"), Laborers Local 578 (the "Union") and (b) (6), (b) (7)(C) collectively referred to as "the Parties."

WHEREAS, the Company terminated (b) (6), (b) (7)(C) employment at the request of the Union on August 20, 2014;

WHEREAS, (b) (6), (b) (7)(C) filed unfair labor practice charges with the National Labor Relations Board ("Board") alleging that the Company and the Union violated the National Labor Relations Act (the "Act");

WHEREAS, the case numbers for the unfair labor practice charges are 27-CA-135802 and 27-CB-135800 and are collectively referred to hereinafter as the "Charges";

WHEREAS, the Company and the Union have denied and continue to deny the Charges;

WHEREAS, the Parties wish to fully and finally resolve all issues between them, whether known or unknown, asserted or unasserted, including but not limited to the Charges and any all other matters arising from or out of (b) (6), (b) (7)(C) employment with Michels and the termination of (b) (6) employment;

NOW THEREFORE, for good and valuable consideration, the Parties agree to the following terms and conditions:

1. **Definitions.** For purposes of this Agreement:

a. The terms "Company" and "Union" shall include without limitation each and all their current and former parent companies, subsidiaries, affiliates, divisions, officers, employees, agents, directors, supervisors, representatives, successors, assigns and all persons acting by, through, under, or in concert with any of them.

2. **No Admission of Liability.** This Agreement and compliance with this Agreement shall not be construed as an admission of any wrongdoing or liability whatsoever.

3. Withdrawal of Charge. Conditioned upon full reimbursement of back pay and dues deducted without (b) (6), authorization, as well as the mailing of the Notice referenced in Paragraph 5, (b) (6), (b) (7)(C) agrees that (b) (6) will request the withdrawal of the Charges with prejudice.

4. Settlement Payments. The Union shall pay (b) (6), (b) (7)(C) \$6,400 and Michels shall pay (b) (6), (b) (7)(C) Ninety One Dollars and Fifty Three Cents (\$91.53) within ten (10) days. (b) (6), (b) (7)(C) agrees that these Settlement Payments fully compensate (b) (6), (b) (7)(C) for all alleged damages arising out of (b) (6), employment with Michels and termination thereof including, without limitation, all claims and allegations made in the Charges.

5. Notice to Unit Members. The Union shall mail to all Employees of the bargaining unit in which (b) (6) was employed the "Notice to Members and Employees" as agreed upon by (b) (6), (b) (7)(C) and the Union. A copy of it is attached hereto and incorporated into this settlement agreement.

6. Agency Participation. (b) (6), (b) (7)(C) agrees not to sue or bring any action, whether federal, state, or local, judicial or administrative, now or at any future time, against the Company or Union with respect to any Claims released by this Agreement. Nothing in this Agreement prevents (b) (6), (b) (7)(C) from filing a different charge or complaint with or participating in an investigation or proceeding conducted by the Equal Employment Opportunity Commission, National Labor Relations Board, or any comparable federal, state, or local agency for a separate matter. However, by signing this Agreement and agreeing to the release of claims, (b) (6), (b) (7)(C) is waiving (b) (6), right to recover or receive any individual relief or damages in any such charge or complaint with respect to any matters covered or Claims released by this Agreement.

7. Entire Agreement. This Agreement contains the entire understanding between the Parties and fully supersedes any and all prior agreements or understandings between them, whether written or oral. This Agreement may not be amended or modified, except by another writing executed by all of the Parties.

8. Severability. Should any provision of this Agreement be declared illegal, invalid, or unenforceable or be determined by any court of competent jurisdiction to be illegal, invalid, or unenforceable, this Agreement shall be declared null and void, (b) (6), (b) (7)(C) shall be required to reimburse the Company and Union for the Settlement Payments provided in paragraph 4 and the Parties shall be left with the rights they enjoyed prior to the signing of this Agreement.

9. Special Provisions and Acknowledgments By signing this Agreement (b) (6), (b) (7)(C) specifically acknowledges that: (a) (b) (6) has carefully read and understands this Agreement; (b) (b) (6) has been advised to consult with an attorney and/or any other advisors of (b) (6) choice before signing this Agreement; (c) (b) (6) understands that this Agreement is legally binding and by signing it (b) (6) gives up certain rights; (d) (b) (6) has voluntarily chosen to enter into this Agreement and has not been forced or pressured in any way to sign it; and (e) (b) (6) has not relied upon any representation, statement or omission made by the Company or Union with regard to the subject matter, basis or effect of this Agreement or otherwise, other than those expressly stated in this Agreement.

WHEREFORE, the Parties, by their duly authorized representatives, have executed this Settlement Agreement on the date(s) set forth below.

MICHELS CORPORATION

By: _____

Date: _____

LABORERS LOCAL 578

By: _____

Date: _____

(b) (6), (b) (7)(C) _____

Date: _____

NOTICE TO MEMBERS AND EMPLOYEES

FEDERAL LAW GIVES YOU THE RIGHT TO REFRAIN FROM ANY OF THE FOLLOWING PROTECTED ACTIVITIES:

- Forming, joining, or assisting a Union;
- Choosing a representative to bargain with your employer on your behalf;
- Acting together with other employees for your benefit and protection.

WE WILL NOT do anything to prevent you from exercising the above rights.

WE WILL NOT fail to inform you of your rights to resign your Union membership and, if you choose, to “object” to the use of your “union security payments” for any purposes other than those directly related to collective bargaining. This objection is called “Beck objection” and employees who have made a “Beck objection” to the Union must only pay for that part of their dues spent on activities directly related to collective bargaining.

WE WILL NOT fail to inform you of your right to be and remain nonmembers, and of the right of nonmembers to object to the paying of dues for nonrepresentational activities.

WE WILL NOT threaten to ask the Employer to discharge you under the Union Security clause of the collective bargaining agreement prior to informing you of your rights to become and remain a non-member of the Union and of the rights of nonmembers to object to paying for union activities not directly related to collective bargaining and to obtain a reduction in dues and fees for such non-representational activities.

WE WILL NOT accept dues from the Employer for bargaining unit members unless they sign appropriate authorizations for the deduction of such dues from (b) (6) paychecks.

WE WILL NOT in any like or related manner, restrain or coerce you in the exercise of your rights under Section 7 of the Act.

WE WILL inform each unit member of the right to resign Union membership and of the right of non-members to “object” to the use of his or her “union security payments” for any purposes other than those directly related to collective bargaining. These rights are known as *General Motors* and *Beck* rights.

WE WILL notify the Employer that we never had and do not currently have any valid authorization to deduct dues from (b) (6), (b) (7)(C) pay.

WE WILL refund and disgorge to (b) (6), (b) (7)(C) all the dues we collected from (b) (6), (b) (7)(C) during (b) (6) employment with Michels Tunneling while working in Local 578’s jurisdiction.

LIUNA LOCAL 578
(Labor Organization)

By: _____
(Representative) (Title)

Dated: _____

Devitt, Michelle

From: Terrence Johnson [johnsonterrence@hotmail.com]
Sent: Thursday, October 23, 2014 4:52 PM
To: bsa@nrtw.org; jlevine@littler.com
Cc: Devitt, Michelle
Subject: RE: Non-Board Settlement

I just wanted to let you know the Union is willing to pay the backpay as requested and the notice term of the settlement is also acceptable. I will work on a proposed settlement agreement and provide it this evening.

Sent from my Verizon Wireless 3G smartphone

Byron Andrus wrote:
Mr. Levine,

I apologize for the misunderstanding. I thought that you had been working with the union in crafting settlement language since you had coordinated with them in drafting the previous settlement proposal. Mr. Johnson and I have agreed on the Notice language and I am now waiting to hear back from (b) (6), (b) (7)(C) regarding the charged parties' willingness to fully compensate (b) (6), (b) (7)(C) with back pay.

I know that (b) (6), (b) (7)(C) is willing to conditionally withdraw the charge against the company provided that the settlement includes full back pay. If either you or Mr. Johnson would like to send some settlement language over to me I would be happy to look at it.

Sincerely,

Byron Andrus

Foundation Staff Attorney (*Admitted to practice in the District of Columbia only*)

Tu ne cede malis, sed contra audentior ito.

From: Levine, Jonathan O. [mailto:JLevine@littler.com]
Sent: Wednesday, October 22, 2014 9:57 AM
To: Devitt, Michelle; Byron Andrus; terrence johnson
Subject: RE: Non-Board Settlement

Hi Micky. I am not aware of any ongoing settlement discussions as I have not heard from Mr. Andrus. If there is something I can do to help, please let me know. I am very familiar with Independent Stave and its limits. JL

Jonathan Levine, Office Managing Shareholder
414.291.5537 direct 414.698.6243 mobile 414.755.1447 fax jlevine@littler.com
111 East Kilbourn Avenue, Suite 1000 | Milwaukee, WI 53202



| littler.com

Employment & Labor Law Solutions Worldwide

From: Devitt, Michelle [mailto:Michelle.Devitt@nrlrb.gov]
Sent: Tuesday, October 21, 2014 4:57 PM

To: Byron Andrus; Levine, Jonathan O.; terrence johnson
Subject: Non-Board Settlement

Hello Gentlemen,

It occurred to me to draw your attention to the Board's Operations Memo 07-27 (Dec. 27, 2006) on Non-Board Settlements (which can be found on the Board's website here: <http://www.nlr.gov/reports-guidance/operations-management-memos>), which has guidance on various considerations that the agency will weigh when considering approval of Non-Board Settlements. I say this because there are certain settlement terms that we cannot approve, including many that are common in civil litigation, like releases of future claims, or broad confidentiality provisions, or penalties for breach. Nothing in the initial settlement proposal jumps out at me as being in conflict with OM guidance, but I just wanted to flag it for you all to be aware of.

Micky Devitt, Attorney
National Labor Relations Board,
Region 27

NOTE THAT WE MOVED NOVEMBER 1st!
My new contact information is:

National Labor Relations Board - Region 27 Denver
Byron Rogers Federal Office Building
1961 Stout Street, Suite 13-103
Denver, CO 80294
Tel: (303)844-0000/ Fax: (303)844-6249

This email may contain confidential and privileged material for the sole use of the intended recipient(s). Any review, use, distribution or disclosure by others is strictly prohibited. If you are not the intended recipient (or authorized to receive for the recipient), please contact the sender by reply email and delete all copies of this message.

Littler Mendelson, P.C. is part of the international legal practice Littler Global, which operates worldwide through a number of separate legal entities. Please visit www.littler.com for more information.

Devitt, Michelle

From: Levine, Jonathan O. [JLevine@littler.com]
Sent: Wednesday, October 22, 2014 7:50 PM
To: Byron Andrus; johnsonterrence@hotmail.com
Cc: Devitt, Michelle
Subject: RE: Non-Board Settlement

Thanks Byron. I suggest you and the union use my original draft and insert your proposed changes in red line and I will review with my client. Regards, JL

Jonathan Levine, Office Managing Shareholder
414.291.5537 direct 414.698.6243 mobile 414.755.1447 fax jlevine@littler.com
111 East Kilbourn Avenue, Suite 1000 | Milwaukee, WI 53202

Littler

| littler.com

Employment & Labor Law Solutions Worldwide

From: Byron Andrus [mailto:bsa@nrtw.org]
Sent: Wednesday, October 22, 2014 9:43 AM
To: Levine, Jonathan O.; johnsonterrence@hotmail.com
Cc: Michelle.Devitt@nlrb.gov
Subject: RE: Non-Board Settlement

Mr. Levine,

I apologize for the misunderstanding. I thought that you had been working with the union in crafting settlement language since you had coordinated with them in drafting the previous settlement proposal. Mr. Johnson and I have agreed on the Notice language and I am now waiting to hear back from (b) (6), (b) (7)(C) regarding the charged parties' willingness to fully compensate (b) (6), (b) (7)(C) with back pay.

I know that (b) (6), (b) (7)(C) is willing to conditionally withdraw the charge against the company provided that the settlement includes full back pay. If either you or Mr. Johnson would like to send some settlement language over to me I would be happy to look at it.

Sincerely,

Byron Andrus

Foundation Staff Attorney (*Admitted to practice in the District of Columbia only*)

Tu ne cede malis, sed contra audentior ito.

From: Levine, Jonathan O. [mailto:JLevine@littler.com]
Sent: Wednesday, October 22, 2014 9:57 AM
To: Devitt, Michelle; Byron Andrus; terrence johnson
Subject: RE: Non-Board Settlement

Hi Micky. I am not aware of any ongoing settlement discussions as I have not heard from Mr. Andrus. If there is something I can do to help, please let me know. I am very familiar with Independent Stave and its limits. JL

Jonathan Levine, Office Managing Shareholder
414.291.5537 direct 414.698.6243 mobile 414.755.1447 fax jlevine@littler.com



| littler.com

Employment & Labor Law Solutions Worldwide

From: Devitt, Michelle [<mailto:Michelle.Devitt@nlrb.gov>]

Sent: Tuesday, October 21, 2014 4:57 PM

To: Byron Andrus; Levine, Jonathan O.; terrence johnson

Subject: Non-Board Settlement

Hello Gentlemen,

It occurred to me to draw your attention to the Board's Operations Memo 07-27 (Dec. 27, 2006) on Non-Board Settlements (which can be found on the Board's website here: <http://www.nlrb.gov/reports-guidance/operations-management-memos>), which has guidance on various considerations that the agency will weigh when considering approval of Non-Board Settlements. I say this because there are certain settlement terms that we cannot approve, including many that are common in civil litigation, like releases of future claims, or broad confidentiality provisions, or penalties for breach. Nothing in the initial settlement proposal jumps out at me as being in conflict with OM guidance, but I just wanted to flag it for you all to be aware of.

Micky Devitt, Attorney
National Labor Relations Board,
Region 27

NOTE THAT WE MOVED NOVEMBER 1st!

My new contact information is:

National Labor Relations Board - Region 27 Denver
Byron Rogers Federal Office Building
1961 Stout Street, Suite 13-103
Denver, CO 80294
Tel: (303)844-0000/ Fax: (303)844-6249

This email may contain confidential and privileged material for the sole use of the intended recipient(s). Any review, use, distribution or disclosure by others is strictly prohibited. If you are not the intended recipient (or authorized to receive for the recipient), please contact the sender by reply email and delete all copies of this message.

Littler Mendelson, P.C. is part of the international legal practice Littler Global, which operates worldwide through a number of separate legal entities. Please visit www.littler.com for more information.

This email may contain confidential and privileged material for the sole use of the intended recipient(s). Any review, use, distribution or disclosure by others is strictly prohibited. If you are not the intended recipient (or authorized to receive for the recipient), please contact the sender by reply email and delete all copies of this message.

Littler Mendelson, P.C. is part of the international legal practice Littler Global, which operates worldwide through a number of separate legal entities. Please visit www.littler.com for more information.

Devitt, Michelle

From: terrence johnson [johnsonterrence@hotmail.com]
Sent: Thursday, October 09, 2014 9:42 AM
To: Devitt, Michelle
Subject: RE: Laborers Local 578 (27-CB-135800)

Micky,

I have discussed the proposed notice with my client and a similar notice will be acceptable if it is limited to Michels Tunneling employees.

Thanks,

Terrence Johnson
Attorney at Law
P.O. Box 732
Snyder, CO 80750
(719) 201-4706

From: Michelle.Devitt@nlrb.gov
To: johnsonterrence@hotmail.com
Subject: RE: Laborers Local 578 (27-CB-135800)
Date: Wed, 8 Oct 2014 19:16:35 +0000

Do you have an intranet?

Micky Devitt, Attorney
National Labor Relations Board,
Region 27
303-844-0000/303-844-6249 (fax)

From: terrence johnson [<mailto:johnsonterrence@hotmail.com>]
Sent: Wednesday, October 08, 2014 12:56 PM
To: Devitt, Michelle
Subject: RE: Laborers Local 578 (27-CB-135800)

I have reviewed the notice that you sent me and will discuss it with my client. When they want it mailed to all bargaining unit employees, does that mean just Michels Tunneling employees? As far as the posting on the internet, Local 578 does not have a website. Is there another website the CP had in mind?

Thanks,

Terrence Johnson
Attorney at Law

P.O. Box 732
Snyder, CO 80750
(719) 201-4706

From: Michelle.Devitt@nrlrb.gov
To: johnsonterrence@hotmail.com
Subject: Laborers Local 578 (27-CB-135800)
Date: Wed, 8 Oct 2014 15:48:17 +0000

The Charging Party's counsel has proposed, as a starting point, that you would post something like this notice from another settlement, in English and Spanish, on the intranet as well as mail it to all bargaining unit employees. Obviously, if it is a non-Board we would not be monitoring the posting, but the CP's withdrawal would be conditioned on meeting the posting requirements of the settlement. I have also reminded the CP's counsel that any Board settlement Do you have any thoughts on this notice language or counter-proposals? I have discussed the situation with Regional management and if the non-Board settlement talks don't advance, we can issue a quick arguable merit finding and move to an Informal Board Settlement. If the Union would be willing to at least take positions on each of the charge allegations, it would help us do that.

Micky Devitt, Attorney
National Labor Relations Board,
Region 27

NOTE THAT WE MOVED NOVEMBER 1st!
My new contact information is:

National Labor Relations Board - Region 27 Denver
Byron Rogers Federal Office Building
1961 Stout Street, Suite 13-103
Denver, CO 80294
Tel: (303)844-0000/ Fax: (303)844-6249

(To be printed and posted on official Board notice form)

NOTICE TO MEMBERS AND EMPLOYEES

FEDERAL LAW GIVES YOU THE RIGHT TO:

- Form, join, or assist a union;
- Choose a representative to bargain with your employer on your behalf;
- Act together with other employees for your benefit and protection;
- Choose not to engage in any of these protected activities.

WE WILL NOT do anything to prevent you from exercising the above rights.

WE WILL NOT fail to inform you of your rights to resign your Union membership and, if you choose, to "object" to the use of your "union security payments" for any purposes other than those directly related to collective bargaining. This objection is called a "Beck objection," and employees who have made a "Beck objection" to the Union must only pay for that part of their dues spent on activities directly related to collective bargaining.

WE WILL NOT fail to inform you of your right to be and remain nonmembers, and of the right of nonmembers to object to the paying of dues for nonrepresentational activities.

WE WILL NOT threaten to ask the Employer to discharge you under the Union Security clause (Article III) of the collective bargaining agreement prior to informing you of your rights to become and remain a non-member of the Union and of the rights of nonmembers to object to paying for union activities not directly related to collective bargaining and to obtain a reduction in dues and fees for such non-representational activities.

WE WILL NOT accept dues from the Employer for (b) (6), (b) (7)(C) unless (b) (6), (b) (7)(C) signs appropriate authorizations for the deduction of such dues from (b) (6), (b) (7)(C) paychecks.

WE WILL NOT in any like or related manner, restrain or coerce you in the exercise of your rights under Section 7 of the Act.

WE WILL inform each unit member of the right to resign Union membership and of the right of non-members to "object" to the use of his or her "union security payments" for any purposes other than those directly related to collective bargaining. These rights are known as *General Motors* and *Beck* rights.

WE WILL give full effect to requests to resign Union membership retroactive to (b) (6), (b) (7)(C) 2012, and, for those who may elect to become non-members of the Union, **WE WILL** give full effect to Beck objections retroactive to (b) (6), (b) (7)(C) 2012 and will reimburse any dues collected in excess of those spent solely on representational activities for this period.

WE WILL notify (b) (6), (b) (7)(C) in writing, of their rights to be and remain a nonmember, and of the rights of nonmembers to object to paying for union activities not directly related to our duties as collective bargaining agent, and to obtain a

reduction in dues and fees for such activities. In addition, this notice will contain sufficient information to enable them to intelligently decide whether to object, as well as a description of any of our internal procedures for filing objections.

WE WILL allow (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) to retroactively resign their membership(s) starting (b) (6), (b) (7)(C) 2012 [which is (b) (6), (b) (7)(C) before the filing date of their subject unfair labor practice charges on November 5, 2012] and obtain Beck objector status starting (b) (6), (b) (7)(C) 2012.

WE WILL, should (b) (6), (b) (7)(C) or (b) (6), (b) (7)(C) retroactively file an objection to paying dues for nonrepresentational activities, reimburse them any dues collected in excess of those spent solely on representational activities for that period, plus interest.

WE WILL notify the Employer that we never had and do not currently have any valid authorization to deduct dues from (b) (6), (b) (7)(C) pay.

WE WILL refund and disgorge to (b) (6), (b) (7)(C) all the dues we collected from (b) (6), (b) (7)(C) from (b) (6), (b) (7)(C) 2011 (which is (b) (6), (b) (7)(C) after the parties' signed the collective bargaining agreement) to the present since all of it was collected through unauthorized deductions.

WE WILL provide (b) (6), (b) (7)(C) the opportunity to object to the Union's use of (b) (6), (b) (7)(C) union-security payments for non-collective-bargaining purposes and demand from (b) (6), (b) (7)(C) only the difference, retroactive to (b) (6), (b) (7)(C) 2011 (which is (b) (6), (b) (7)(C) after the parties' signed the collective bargaining agreement), provided, however, that if (b) (6), (b) (7)(C) does not object, the Union may then demand from (b) (6), (b) (7)(C) the full amount of (b) (6), (b) (7)(C) dues retroactive to (b) (6), (b) (7)(C) 2011.

WE WILL refund (b) (6), (b) (7)(C) the full amount of "retroactive Union dues" we collected from (b) (6), (b) (7)(C) as "dues" for a period of time prior to August 5, 2011 since a valid union-security provision of the collective bargaining agreement did not exist until August 5, 2011 when the parties signed the collective bargaining agreement.

PLUMBERS LOCAL 74

(Labor Organization)

Dated

By:

(Representative)

(Title)

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. We conduct secret-ballot elections to determine whether employees want union representation and we investigate and remedy unfair labor practices by employers and unions. To find out more about your rights under the Act and how to

file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below or you may call the Board's toll-free number 1-866-667-NLRB (1-866-667-6572). Hearing impaired persons may contact the Agency's TTY service at 1-866-315-NLRB. You may also obtain information from the Board's website: www.nlr.gov.

Telephone: 215-597-7601

Hours of Operation: 8:30 a.m. to 5:00 p.m.

Monday to Friday

Devitt, Michelle

From: Byron Andrus [bsa@nrtw.org]
Sent: Wednesday, October 08, 2014 9:36 AM
To: Devitt, Michelle
Subject: RE: Settlement Language

I understand. (b) (6), (b) (7)(C) concern is that the union will not seriously act to notify bargaining unit members about the conduct in which they have engaged, which is why we are seeking for them to go "above and beyond" what might be required of them if the Board were to find merit and propose settlement terms. I mistakenly used the word "internet." I meant "intranet." Sorry about that. Thanks.

Sincerely,

Byron Andrus

Foundation Staff Attorney (*Admitted to practice in the District of Columbia only*)

Tu ne cede malis, sed contra audentior ito.

From: Devitt, Michelle [mailto:Michelle.Devitt@nlrb.gov]
Sent: Wednesday, October 08, 2014 11:28 AM
To: Byron Andrus
Subject: RE: Settlement Language

I would note, however, that the Board would not require internet posting (only intranet), and would only require Notice mailing if there was evidence that the Union typically communicates with the unit that way, or it is otherwise appropriate (I am not particularly familiar with this contract/unit). So if the Union decides not to settle non-Board on those terms, a Board settlement would not necessarily include those terms.

Micky Devitt, Attorney
National Labor Relations Board,
Region 27
303-844-0000/303-844-6249 (fax)

From: Byron Andrus [mailto:bsa@nrtw.org]
Sent: Wednesday, October 08, 2014 8:48 AM
To: Devitt, Michelle
Subject: RE: Settlement Language

That sounds good. I don't expect their edit to include any language that is irrelevant to the circumstances of this particular case, which is fine.

Sincerely,

Byron Andrus

Foundation Staff Attorney (*Admitted to practice in the District of Columbia only*)

Tu ne cede malis, sed contra audentior ito.

From: Devitt, Michelle [mailto:Michelle.Devitt@nrlrb.gov]

Sent: Wednesday, October 08, 2014 10:47 AM

To: Byron Andrus

Subject: RE: Settlement Language

I will forward this to the Union's counsel and see what they think. Not all of it is strictly applicable to this case, but perhaps it is a good starting point. I'll let you know if I hear anything back.

Micky Devitt, Attorney
National Labor Relations Board,
Region 27
303-844-0000/303-844-6249 (fax)

From: Byron Andrus [mailto:bsa@nrtw.org]

Sent: Wednesday, October 08, 2014 8:38 AM

To: Devitt, Michelle

Subject: Settlement Language

Ms. Devitt,

Attached as a PDF is a Board notice posting. We would like the notice to look similar to the notice on pages 4-5 of the PDF. As I mentioned earlier, (b) (6), (b) (7)(C) has requested that the notice include language indicating that the union will post this notice on their internet site in English and in Spanish and will mail the notice to all bargaining unit members in English and Spanish. If the parties wish to draft a proposal that looks like the attached one, (b) (6), (b) (7)(C) and I would be happy to review it and to edit it, if necessary. (b) (6), (b) (7)(C) does not have a preference one way or the other as to whether the company should post a notice.

Sincerely,

Byron Andrus

Foundation Staff Attorney (*Admitted to practice in the District of Columbia only*)

Tu ne cede malis, sed contra audentior ito.

Devitt, Michelle

From: Byron Andrus [bsa@nrtw.org]
Sent: Wednesday, October 08, 2014 8:38 AM
To: Devitt, Michelle
Subject: Settlement Language
Attachments: Settlement in Cushman Wakefield-Plumbers case.pdf

Ms. Devitt,

Attached as a PDF is a Board notice posting. We would like the notice to look similar to the notice on pages 4-5 of the PDF. As I mentioned earlier, (b) (6), (b) (7)(C) has requested that the notice include language indicating that the union will post this notice on their internet site in English and in Spanish and will mail the notice to all bargaining unit members in English and Spanish. If the parties wish to draft a proposal that looks like the attached one, (b) (6), (b) (7)(C) and I would be happy to review it and to edit it, if necessary. (b) (6), (b) (7)(C) does not have a preference one way or the other as to whether the company should post a notice.

Sincerely,

Byron Andrus

Foundation Staff Attorney (*Admitted to practice in the District of Columbia only*)

Tu ne cede malis, sed contra audentior ito.

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
SETTLEMENT AGREEMENT

IN THE MATTER OF

PLUMBERS LOCAL 74 (CUSHMAN & WAKEFIELD, INC.)

CASES 04-CB-089840,
04-CB-092608, and
04-CB-092610

Subject to the approval of the Regional Director for the National Labor Relations Board, the Charged Party and the Charging Party **HEREBY AGREE TO SETTLE THE ABOVE MATTER AS FOLLOWS:**

POSTING OF NOTICES — After the Regional Director has approved this Agreement, the Regional Office will send copies of the approved Notices to the Charged Party in English and in additional languages if the Regional Director decides that it is appropriate to do so. A responsible official of the Charged Party will then sign and date those Notices and immediately post them in prominent places in its Union hall facilities, including all places where the Charged Party normally posts notices to members and employees, including through any electronic distributions. The Charged Party will keep all Notices posted for 60 consecutive days after the initial posting. Further, if the Charged Party maintains bulletin boards at the facility of the Employer where the alleged unfair labor practices occurred, the Charged Party shall also post Notices on each such bulletin board during the posting period. The Regional Director will send copies of the signed Notices to the Employer whose employees are involved in this case, and request that the Notices be posted in prominent places in the Employer's facility for 60 consecutive days from the date of posting. In the event that Notices to Employees/Members are not customarily posted in or about the area where employees are primarily assigned to perform work or the Charged Party is unable to post copies of the attached Notice in such places, the Charged Party will mail a copy of the attached Notice to each employee's home address.

INTRANET POSTING - The Charged Party will also post a copy of the Notice in English and in additional languages if the Regional Director decides that it is appropriate to do so, on its intranet and keep it continuously posted there for 60 consecutive days from the date it was originally posted. The Charged Party will send an e-mail to the Region's Compliance Officer when it submits the Certification of Posting and provide a password for a password protected intranet site in the event it is necessary to check the electronic posting.

E-MAILING NOTICES - The Charged Party will email a copy of the signed Notice in English and in additional languages if the Regional Director decides that it is appropriate to do so, to all members and all employees who work at the facility located at 500 Stanton Christiana Road, Wilmington, Delaware. The message of the e-mail transmitted with the Notice will state: "We are distributing the Attached Notice to Employees and Members to you pursuant to a Settlement Agreement approved by the Regional Director of Region Four of the National Labor Relations Board in Cases 04-CB-089840, 04-CB-092608 and 04-CB-092610." The Charged Party will forward a copy of that e-mail, with all of the recipient's e-mail addresses, to the Region's Compliance Officer at shane.thurman@nlrb.gov.

COMPLIANCE WITH NOTICE — The Charged Party will comply with all the terms and provisions of said Notice.

SCOPE OF THE AGREEMENT — This Agreement settles only the allegations in the above-captioned case(s), and does not settle any other case(s) or matters. The Agreement settles allegations that the Charged Party: (i) violated Section 8(b)(1)(A) and 8(b)(2) of the Act by accepting any dues from (b) (6), (b) (7)(C); (ii) violated Section 8(b)(1)(A) and (2) by collecting dues from (b) (6), (b) (7)(C) covering the period of (b) (6), (b) (7)(C) 2011 through 30 days after it executed the collective bargaining agreement with the Employer on August 5, 2011; (iii) violated Section 8(b)(1)(A) by failing to provide *Beck* and *General Motors* rights to at least several unit employees (b) (6), (b) (7)(C) before demanding Union dues from them; and (iv) violated Section 8(b)(1)(A) of the Act by, on (b) (6), (b) (7)(C) 2012, threatening (b) (6), (b) (7)(C) with discharge if (b) (6), (b) (7)(C).

failed to pay dues at a time when the Union had not provided (b) (6), (b) (7)(C) with notice of (b) (6), (b) (7)(C) rights under *General Motors* and *Beck* to not join the Union and to become an objecting nonmember. It does not prevent persons from filing charges, the General Counsel from prosecuting complaints, or the Board and the courts from finding violations with respect to matters that happened before this Agreement was approved regardless of whether General Counsel knew of those matters or could have easily found them out. The General Counsel reserves the right to use the evidence obtained in the investigation and prosecution of the above-captioned case(s) for any relevant purpose in the litigation of this or any other case(s), and a judge, the Board and the courts may make findings of fact and/or conclusions of law with respect to said evidence.

REFUND OF DUES - Within 14 days from the approval of this agreement, the Union will make whole the individual named below by refunding the amount opposite (b) (6), (b) (7)(C) name.

(b) (6), (b) (7)(C) - \$2941.87

PARTIES TO THE AGREEMENT — If the Charging Party fails or refuses to become a party to this Agreement and the Regional Director determines that it will promote the policies of the National Labor Relations Act, the Regional Director may approve the settlement agreement and decline to issue or reissue a Complaint in this matter. If that occurs, this Agreement shall be between the Charged Party and the undersigned Regional Director. In that case, a Charging Party may request review of the decision to approve the Agreement. If the General Counsel does not sustain the Regional Director's approval, this Agreement shall be null and void.

AUTHORIZATION TO PROVIDE COMPLIANCE INFORMATION AND NOTICES DIRECTLY TO CHARGED PARTY — Counsel for the Charged Party authorizes the Regional Office to forward the cover letter describing the general expectations and instructions to achieve compliance, a conformed settlement, original notices and a certification of posting directly to the Charged Party. If such authorization is granted, Counsel will be simultaneously served with a courtesy copy of these documents.

Yes _____ No _____
Initials Initials

PERFORMANCE — Performance by the Charged Party with the terms and provisions of this Agreement shall commence immediately after the Agreement is approved by the Regional Director, or if the Charging Party does not enter into this Agreement, performance shall commence immediately upon receipt by the Charged Party of notice that no review has been requested or that the General Counsel has sustained the Regional Director.

The Charged Party agrees that in case of non-compliance with any of the terms of this Settlement Agreement by the Charged Party, and after 14 days notice from the Regional Director of the National Labor Relations Board of such non-compliance without remedy by the Charged Party, the Regional Director will issue a complaint that will include the allegations spelled out above in the Scope of Agreement section. Thereafter, the General Counsel may file a motion for default judgment with the Board on the allegations of the complaint. The Charged Party understands and agrees that all of the allegations of the complaint will be deemed admitted and it will have waived its right to file an Answer to such complaint. The only issue that may be raised before the Board is whether the Charged Party defaulted on the terms of this Settlement Agreement. The Board may then, without necessity of trial or any other proceeding, find all allegations of the complaint to be true and make findings of fact and conclusions of law consistent with those allegations adverse to the Charged Party on all issues raised by the pleadings. The Board may then issue an order providing a full remedy for the violations found as is appropriate to remedy such violations. The parties further agree that a U.S. Court of Appeals Judgment may be entered enforcing the Board order ex parte, after service or attempted service upon Charged Party/Respondent at the last address provided to the General Counsel.

NOTIFICATION OF COMPLIANCE — Each party to this Agreement will notify the Regional Director in writing what steps the Charged Party has taken to comply with the Agreement. This notification shall be given within 5 days, and again after 60 days, from the date of the approval of this Agreement. If the Charging Party

does not enter into this Agreement, initial notice shall be given within 5 days after notification from the Regional Director that the Charging Party did not request review or that the General Counsel sustained the Regional Director's approval of this agreement. No further action shall be taken in the above captioned case(s) provided that the Charged Party complies with the terms and conditions of this Settlement Agreement and Notice.

NON-ADMISSION — By entering into this Agreement the Charged Party does not admit that it violated the National Labor Relations Act.

Charged Party PLUMBERS LOCAL 74		Charging Party in 04-CB-089840 (b) (6), (b) (7)(C)	
By: Name and Title	Date	By: Name and Title	Date
Charging Party in 04-CB-092608 (b) (6), (b) (7)(C)		Charging Party in 04-CB-092610 (b) (6), (b) (7)(C)	
By: Name and Title	Date:	By: Name and Title	Date:
Recommended By:	Date	Approved By: Regional Director, Region	Date

(To be printed and posted on official Board notice form)

NOTICE TO MEMBERS AND EMPLOYEES

FEDERAL LAW GIVES YOU THE RIGHT TO:

- Form, join, or assist a union;
- Choose a representative to bargain with your employer on your behalf;
- Act together with other employees for your benefit and protection;
- Choose not to engage in any of these protected activities.

WE WILL NOT do anything to prevent you from exercising the above rights.

WE WILL NOT fail to inform you of your rights to resign your Union membership and, if you choose, to "object" to the use of your "union security payments" for any purposes other than those directly related to collective bargaining. This objection is called a "Beck objection," and employees who have made a "Beck objection" to the Union must only pay for that part of their dues spent on activities directly related to collective bargaining.

WE WILL NOT fail to inform you of your right to be and remain nonmembers, and of the right of nonmembers to object to the paying of dues for nonrepresentational activities.

WE WILL NOT threaten to ask the Employer to discharge you under the Union Security clause (Article III) of the collective bargaining agreement prior to informing you of your rights to become and remain a non-member of the Union and of the rights of nonmembers to object to paying for union activities not directly related to collective bargaining and to obtain a reduction in dues and fees for such non-representational activities.

WE WILL NOT accept dues from the Employer for (b) (6), (b) (7)(C) unless (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) signs appropriate authorizations for the deduction of such dues from (b) (6), (b) (7)(C) paychecks.

WE WILL NOT in any like or related manner, restrain or coerce you in the exercise of your rights under Section 7 of the Act.

WE WILL inform each unit member of the right to resign Union membership and of the right of non-members to "object" to the use of his or her "union security payments" for any purposes other than those directly related to collective bargaining. These rights are known as *General Motors* and *Beck* rights.

WE WILL give full effect to requests to resign Union membership retroactive to (b) (6), (b) (7)(C) 2012, and, for those who may elect to become non-members of the Union, **WE WILL** give full effect to Beck objections retroactive to (b) (6), (b) (7)(C) 2012 and will reimburse any dues collected in excess of those spent solely on representational activities for this period.

WE WILL notify (b) (6), (b) (7)(C) in writing, of their rights to be and remain a nonmember, and of the rights of nonmembers to object to paying for union activities not directly related to our duties as collective bargaining agent, and to obtain a

reduction in dues and fees for such activities. In addition, this notice will contain sufficient information to enable them to intelligently decide whether to object, as well as a description of any of our internal procedures for filing objections.

WE WILL allow (b) (6), (b) (7)(C) to retroactively resign their membership(s) starting (b) (6), (b) (7)(C) 2012 [which is (b) (6), (b) (7)(C) before the filing date of their subject unfair labor practice charges on November 5, 2012] and obtain Beck objector status starting (b) (6), (b) (7)(C) 2012.

WE WILL, should (b) (6), (b) (7)(C) retroactively file an objection to paying dues for nonrepresentational activities, reimburse them any dues collected in excess of those spent solely on representational activities for that period, plus interest.

WE WILL notify the Employer that we never had and do not currently have any valid authorization to deduct dues from (b) (6), (b) (7)(C) pay.

WE WILL refund and disgorge to (b) (6), (b) (7)(C) all the dues we collected from (b) (6), (b) (7)(C) from (b) (6), (b) (7)(C) 2011 (which is (b) (6), (b) (7)(C) after the parties' signed the collective bargaining agreement) to the present since all of it was collected through unauthorized deductions.

WE WILL provide (b) (6), (b) (7)(C) the opportunity to object to the Union's use of (b) (6), (b) (7)(C) union-security payments for non-collective-bargaining purposes and demand from (b) (6), (b) (7)(C) only the difference, retroactive to (b) (6), (b) (7)(C) 2011 (which is (b) (6), (b) (7)(C) after the parties' signed the collective bargaining agreement), provided, however, that if (b) (6), (b) (7)(C) does not object the Union may then demand from (b) (6), (b) (7)(C) the full amount of (b) (6), (b) (7)(C) dues retroactive to (b) (6), (b) (7)(C) 2011.

WE WILL refund (b) (6), (b) (7)(C) the full amount of "retroactive Union dues" we collected from (b) (6), (b) (7)(C) as "dues" for a period of time prior to August 5, 2011 since a valid union-security provision of the collective bargaining agreement did not exist until August 5, 2011 when the parties signed the collective bargaining agreement.

PLUMBERS LOCAL 74

(Labor Organization)

Dated _____

By: _____

(Representative)

(Title)

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. We conduct secret-ballot elections to determine whether employees want union representation and we investigate and remedy unfair labor practices by employers and unions. To find out more about your rights under the Act and how to

file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below or you may call the Board's toll-free number 1-866-667-NLRB (1-866-667-6572). Hearing impaired persons may contact the Agency's TTY service at 1-866-315-NLRB. You may also obtain information from the Board's website: www.nlr.gov.

Telephone: 215-597-7601

Hours of Operation: 8:30 a.m. to 5:00 p.m.

Monday to Friday

Devitt, Michelle

From: Devitt, Michelle
Sent: Wednesday, September 24, 2014 9:28 AM
To: 'Byron Andrus'
Subject: RE: Non-Board Settlement Talks

Okay, I think I understand better. It doesn't sound like there is a lot of room for movement here. I'll be concluding my investigation and making a recommendation on the merits in early October. I'll let you know if I require anything further from the Charging Party. If anything changes, please let me know.

Micky Devitt, Attorney
National Labor Relations Board,
Region 27
303-844-0000/303-844-6249 (fax)

From: Byron Andrus [mailto:bsa@nrtw.org]
Sent: Wednesday, September 24, 2014 6:18 AM
To: Devitt, Michelle
Subject: RE: Non-Board Settlement Talks

Ms. Devitt,

The reason that (b) (6), (b) (7)(C) objects to the inclusion of the union in the settlement is that (b) (6) does not think that the union will correct its behavior in the future with regard to other non-members if it simply pays (b) (6), (b) (7)(C) off without notifying the other bargaining unit members what occurred. For this reason, (b) (6) is seeking a notice posting both at the jobsite (in English and Spanish, if possible) and on the Local's website as part of a settlement. (b) (6), (b) (7)(C) does not have a preference as to whether (b) (6) back pay is reimbursed by Michels or by the union, so I think (b) (6) would actually prefer joint and several liability to attempting to hold just one party liable.

(b) (6), (b) (7)(C) was not satisfied with Michels' refusal to reimburse (b) (6), (b) (7)(C) and seek the money from the union on its own (it is Michels' position that the union, not it, should be responsible for shouldering the full amount of back pay), and this is the crux of why our talks broke down. Had Michels agreed to do this, we would have asked you to withdraw the charge against it. (b) (6), (b) (7)(C) would have then sought a notice posting remedy from the union separately.

(b) (6), (b) (7)(C) main problem from the outset was with the union. While (b) (6) still feels (b) (6) should be reimbursed for the wages (b) (6) lost and believes that either Michels, the union, or both should pay (b) (6) back pay, (b) (6) primary concern is that the union learns its lesson not to treat other non-members in the bullying and disrespectful way that (b) (6) was treated by this Local's officials. (b) (6) thinks that if (b) (6) does not seek a notice posting remedy that the union will continue to run roughshod over other non-members.

Sincerely,

Byron Andrus

Foundation Staff Attorney (*Admitted to practice in the District of Columbia only*)

Tu ne cede malis, sed contra audentior ito.

From: Devitt, Michelle [mailto:Michelle.Devitt@nlrb.gov]
Sent: Tuesday, September 23, 2014 6:16 PM
To: Byron Andrus
Subject: Re: Non-Board Settlement Talks

Mr. Andrus,

I am sorry to hear that these talks have stalled. We are still proceeding with the investigation. But I am trying to understand why (b) (6), (b) (7)(C) objects to the Union's involvement in the settlement. My understanding is that full backpay and dues restitution were on the table, and that the negotiations were trilateral. Am I correct in understanding that the issue is that the Charging Party wants the remedy to come from the Employer and not the Union? Because that outcome would not be guaranteed in litigation either, since if there is ultimately a Board order in the Charging Party's favor, liability would be joint and several. A Board remedy could come from either party in full, or in part from both. Neither of these parties appears at risk for insolvency, so I don't believe that would be a concern.

Or is there something else that your client hopes to gain through litigation against the Union? Obviously this is a non-Board settlement negotiation, and we are not a party, but the Board likes to foster cooperative outcomes where we can. If I can be of any assistance to the parties, I would be happy to help.

Thank you,

Micky Devitt, Attorney
National Labor Relations Board,
Region 27
303-844-0000/303-844-6249 (fax)

From: Byron Andrus [mailto:bsa@nrtw.org]
Sent: Tuesday, September 23, 2014 1:37 PM
To: Devitt, Michelle
Subject: Non-Board Settlement Talks

Ms. Devitt,

I just concluded discussions with Michels' lawyer regarding a proposed non-Board settlement. The proposal is attached. I wanted to let you know for your purposes that Michels' lawyers informed me that the union was willing to reimburse (b) (6), (b) (7)(C) the full \$6,400 in back pay as a part of this proposed settlement. (b) (6), (b) (7)(C) took issue with the fact that the union was included in this settlement proposal and that the company was unwilling to pay (b) (6), (b) (7)(C) and seek reimbursement from the union. On this basis (b) (6), (b) (7)(C) rejected the proposal. We would like to continue with the Board process against both charged parties. Please let me know if you have any questions.

Sincerely,

Byron Andrus

Foundation Staff Attorney (*Admitted to practice in the District of Columbia only*)

Tu ne cede malis, sed contra audentior ito.

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and General Release ("Agreement") is entered into by and between Michels Corporation (the "Company"), Laborers Local 578 (the "Union") and (b) (6), (b) (7)(C)], collectively referred to as "the Parties."

WHEREAS, the Company terminated (b) (6), (b) (7)(C) employment at the request of the Union on (b) (6), (b) (7)(C) 2014;

WHEREAS, (b) (6), (b) (7)(C) filed unfair labor practice charges with the National Labor Relations Board ("Board") alleging that the Company and the Union violated the National Labor Relations Act (the "Act");

WHEREAS, the case numbers for the unfair labor practice charges are 27-CA-135802 and 27-CB-135800 and are collectively referred to hereinafter as the "Charges";

WHEREAS, the Company and the Union have denied and continue to deny the Charges;

WHEREAS, the Parties wish to fully and finally resolve all issues between them, whether known or unknown, asserted or unasserted, including but not limited to the Charges and any all other matters arising from or out of (b) (6), (b) (7)(C) employment with Michels and the termination of (b) (6) employment;

NOW THEREFORE, for good and valuable consideration, the Parties agree to the following terms and conditions:

1. **Definitions.** For purposes of this Agreement:

a. The terms "Company" and "Union" shall include without limitation each and all their current and former parent companies, subsidiaries, affiliates, divisions, officers, employees, agents, directors, supervisors, representatives, successors, assigns and all persons acting by, through, under, or in concert with any of them.

2. **No Admission of Liability.** This Agreement and compliance with this Agreement shall not be construed as an admission of any wrongdoing or liability whatsoever.

3. Settlement Payments. The Union shall pay (b) (6), (b) (7)(C) \$6,400 and Michels shall pay (b) (6), (b) (7)(C) Ninety One Dollars and Fifty Three Cents (\$91.53) within ten (10) days. (b) (6), (b) (7)(C) agrees that these Settlement Payments fully compensate (b) (6), (b) (7)(C) for all alleged damages arising out of (b) (6), (b) (7)(C) employment with Michels and termination thereof including, without limitation, all claims and allegations made in the Charges.

4. Conditional Withdrawal of Charge. (b) (6), (b) (7)(C) agrees that (b) (6), (b) (7)(C) will request the withdrawal of the Charge against Michels with prejudice upon receipt of Michel's Settlement Payment set forth in Paragraph 3 above. (b) (6), (b) (7)(C) agrees that (b) (6), (b) (7)(C) will request the withdrawal of the Charge against the Union with prejudice after receipt of the Union's Settlement Payment set forth in Paragraph 3 above and after receiving written confirmation from the Union's attorney Terrence Johnson that the Notice referenced in Paragraph 5 below has been mailed.

5. Notice to Unit Members. The Union shall mail to all Employees of the bargaining unit in which (b) (6), (b) (7)(C) was employed the "Notice to Members and Employees" as agreed upon by (b) (6), (b) (7)(C) and the Union. A copy of it is attached hereto and incorporated into this settlement agreement.

6. General Release. (b) (6), (b) (7)(C) hereby irrevocably and unconditionally release and forever discharge the Company and Union from any and all charges, complaints, grievances, claims, actions, and liabilities of any kind (hereinafter referred to as "Claim" or "Claims"), whether known or unknown, suspected or unsuspected, which (b) (6), (b) (7)(C) has, had or may have as a result of any act or omission of any kind on the part of the Company or the Union that is or could have been the subject of the Charges.

7. Agency Participation. (b) (6), (b) (7)(C) agrees not to sue or bring any action, whether federal, state, or local, judicial or administrative, now or at any future time, against the Company or Union with respect to any Claims released by this Agreement. Nothing in this Agreement prevents (b) (6), (b) (7)(C) from filing a different charge or complaint with or participating in an investigation or proceeding conducted by the Equal Employment Opportunity Commission, National Labor Relations Board, or any comparable

federal, state, or local agency for a separate matter. However, by signing this Agreement and agreeing to the release of claims, (b) (6), (b) (7)(C) is waiving (b) (6) right to recover or receive any individual relief or damages in any such charge or complaint with respect to any matters covered or Claims released by this Agreement.

8. Entire Agreement. This Agreement contains the entire understanding between the Parties and fully supersedes any and all prior agreements or understandings between them, whether written or oral. This Agreement may not be amended or modified, except by another writing executed by all of the Parties.

9. Severability. Should any provision of this Agreement be declared illegal, invalid, or unenforceable or be determined by any court of competent jurisdiction to be illegal, invalid, or unenforceable, this Agreement shall be declared null and void, (b) (6), (b) (7)(C) shall be required to reimburse the Company and Union for the Settlement Payments provided in paragraph 4 and the Parties shall be left with the rights they enjoyed prior to the signing of this Agreement.

10. Special Provisions and Acknowledgments By signing this Agreement, (b) (6), (b) (7)(C) specifically acknowledges that: (a) (b) (6) has carefully read and understands this Agreement; (b) (b) (6) has been advised to consult with an attorney and/or any other advisors of (b) (6) choice before signing this Agreement; (c) (b) (6) understands that this Agreement is legally binding and by signing it (b) (6) gives up certain rights; (d) (b) (6) has voluntarily chosen to enter into this Agreement and has not been forced or pressured in any way to sign it; and (e) (b) (6) has not relied upon any representation, statement or omission made by the Company or Union with regard to the subject matter, basis or effect of this Agreement or otherwise, other than those expressly stated in this Agreement.

WHEREFORE, the Parties, by their duly authorized representatives, have executed this Settlement Agreement on the date(s) set forth below.

MICHELS CORPORATION

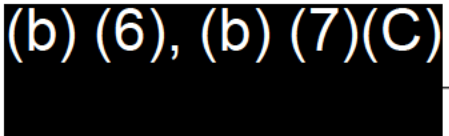
By: _____

Date: _____

LABORERS LOCAL 578

By: _____

Date: _____

(b) (6), (b) (7)(C)
Date: NOV. 11, 2014**NOTICE TO MEMBERS AND EMPLOYEES****FEDERAL LAW GIVES YOU THE RIGHT TO REFRAIN FROM ANY OF THE FOLLOWING PROTECTED ACTIVITIES:**


- Forming, joining, or assisting a Union;
- Choosing a representative to bargain with your employer on your behalf;
- Acting together with other employees for your benefit and protection.

WE WILL NOT do anything to prevent you from exercising the above rights.

WE WILL NOT fail to inform you of your rights to resign your Union membership and, if you choose, to "object" to the use of your "union security payments" for any purposes other than those directly related to collective bargaining. This objection is called "Beck objection" and employees who have made a "Beck objection" to the Union must only pay for that part of their dues spent on activities directly related to collective bargaining.

WE WILL NOT fail to inform you of your right to be and remain nonmembers, and of the right of nonmembers to object to the paying of dues for nonrepresentational activities.

WE WILL NOT threaten to ask the Employer to discharge you under the Union Security clause of the collective bargaining agreement prior to informing you of your rights to become and remain a non-member of the Union and of the rights of nonmembers to object to paying for union activities not directly related to collective bargaining and to obtain a reduction in dues and fees for such non-representational activities.

WE WILL NOT accept dues from the Employer for bargaining unit members unless they sign appropriate authorizations for the deduction of such dues from  paychecks.

WE WILL NOT in any like or related manner, restrain or coerce you in the exercise of your rights under Section 7 of the Act.

WE WILL inform each unit member of the right to resign Union membership and of the right of non-members to "object" to the use of his or her "union security payments" for any purposes other than those directly related to collective bargaining. These rights are known as *General Motors* and *Beck* rights.

WE WILL notify the Employer that we never had and do not currently have any valid authorization to deduct dues from (b) (6), (b) (7)(C) pay.

WE WILL refund and disgorge to (b) (6), (b) (7)(C) all the dues we collected from (b) (6), (b) (7)(C) during (b) (6), (b) (7)(C) employment with Michels Tunneling while working in Local 578's jurisdiction.

LIUNA LOCAL 578

(Labor Organization)

By: _____
(Representative) (Title)

Dated: _____

.

From: Devitt, Michelle
Sent: Wednesday, November 12, 2014 10:15 AM
To: 'Byron Andrus'
Subject: Refusal of reinstatement

Hello Byron,

Forgive me if you have already sent this, but I never got (b) (6), (b) (7)(C) response to the Employer's unconditional offer of reinstatement. We need to be able to assure the RD that it was declined, so there is no outstanding remedy that would be due.

Micky Devitt, Attorney
National Labor Relations Board,
Region 27

NOTE THAT WE MOVED NOVEMBER 1st!
My new contact information is:

National Labor Relations Board - Region 27 Denver
Byron Rogers Federal Office Building
1961 Stout Street, Suite 13-103
Denver, CO 80294
Tel: (303)844-0000/ Fax: (303)844-6249

.

From: Byron Andrus <bsa@nrtw.org>
Sent: Wednesday, November 12, 2014 10:19 AM
To: Devitt, Michelle
Subject: FW: Michels Corporation - Proposed Non-Board Settlement

Ms. Devitt,

Here is the e-mail I sent to Mr. Levine on 9/24 in which I declined his offer of re-employment on (b) (6), (b) (7)(C) behalf. Thanks.

Sincerely,

Byron Andrus

Foundation Staff Attorney (Admitted to practice in the District of Columbia only)

Tu ne cede malis, sed contra audentior ito.

-----Original Message-----

From: Byron Andrus
Sent: Wednesday, September 24, 2014 11:37 AM
To: 'Levine, Jonathan O.'
Subject: RE: Michels Corporation - Proposed Non-Board Settlement

Mr. Levine,

I spoke with (b) (6), (b) (7)(C) about the offer of re-employment. (b) (6), (b) (7)(C) has already accepted an employment offer near (b) (6), (b) (7)(C) home in (b) (6), (b) (7)(C) and does not intend to return to the job in Colorado Springs. Please let me know if you have any questions. Thanks.

Sincerely,

Byron Andrus

Foundation Staff Attorney (Admitted to practice in the District of Columbia only)

Tu ne cede malis, sed contra audentior ito.

-----Original Message-----

From: Levine, Jonathan O. [mailto:JLevine@littler.com]
Sent: Tuesday, September 23, 2014 5:35 PM
To: Levine, Jonathan O.; johnsonterrence@hotmail.com; Byron Andrus
Subject: RE: Michels Corporation - Proposed Non-Board Settlement

Gentlemen. Mr. Andrus has informed me that his client is no longer interested in doing a non-board settlement that includes the union. As such, Michels is hereby offering (b) (6), (b) (7)(C) job back without condition. Please let me know if you have any questions or concerns.

Mr. Andrus, please let me know when Michels can expect (b) (6), (b) (7)(C) to

return to work. Regards, JL

Jonathan Levine, Office Managing Shareholder
414.291.5537 direct 414.698.6243 mobile 414.755.1447 fax
jlevine@littler.com
111 East Kilbourn Avenue, Suite 1000 | Milwaukee, WI 53202

Littler Mendelson | littler.com
Employment & Labor Law Solutions Worldwide

-----Original Message-----

From: Levine, Jonathan O. [mailto:JLevine@littler.com]
Sent: Tuesday, September 23, 2014 5:36 AM
To: johnsonterrence@hotmail.com; 'Byron Andrus'
Subject: Michels Corporation - Proposed Non-Board Settlement

Terrence and Byron. Please see the attached settlement draft. You will see a blank for the back pay amount - Byron, I would ask you to fill that in. Please let me know your respective thoughts on the draft.
Regards, JL

Jonathan Levine, Office Managing Shareholder
414.291.5537 direct 414.698.6243 mobile 414.755.1447 fax
jlevine@littler.com<mailto:jlevine@littler.com>
111 East Kilbourn Avenue, Suite 1000 | Milwaukee, WI 53202

[Littler]<<http://www.littler.com/>> |
littler.com<<http://www.littler.com>>
Employment & Labor Law Solutions Worldwide

This email may contain confidential and privileged material for the sole use of the intended recipient(s). Any review, use, distribution or disclosure by others is strictly prohibited. If you are not the intended recipient (or authorized to receive for the recipient), please contact the sender by reply email and delete all copies of this message.

Littler Mendelson, P.C. is part of the international legal practice Littler Global, which operates worldwide through a number of separate legal entities. Please visit www.littler.com for more information.

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and General Release ("Agreement") is entered into by and between Michels Corporation (the "Company"), Laborers Local 578 (the "Union") and (b) (6), (b) (7)(C) collectively referred to as "the Parties."

WHEREAS, the Company terminated (b) (6), (b) (7)(C) employment at the request of the Union on August 20, 2014;

WHEREAS, (b) (6), (b) (7)(C) filed unfair labor practice charges with the National Labor Relations Board ("Board") alleging that the Company and the Union violated the National Labor Relations Act (the "Act");

WHEREAS, the case numbers for the unfair labor practice charges are 27-CA-135802 and 27-CB-135800 and are collectively referred to hereinafter as the "Charges";

WHEREAS, the Company and the Union have denied and continue to deny the Charges;

WHEREAS, the Parties wish to fully and finally resolve all issues between them, whether known or unknown, asserted or unasserted, including but not limited to the Charges and any all other matters arising from or out of (b) (6), (b) (7)(C) employment with Michels and the termination of (b) (6) employment;

NOW THEREFORE, for good and valuable consideration, the Parties agree to the following terms and conditions:

1. Definitions. For purposes of this Agreement:

a. The terms "Company" and "Union" shall include without limitation each and all their current and former parent companies, subsidiaries, affiliates, divisions, officers, employees, agents, directors, supervisors, representatives, successors, assigns and all persons acting by, through, under, or in concert with any of them.

2. No Admission of Liability. This Agreement and compliance with this Agreement shall not be construed as an admission of any wrongdoing or liability whatsoever.

3. Settlement Payments. The Union shall pay (b) (6), (b) (7)(C) \$6,400 and Michels shall pay (b) (6), (b) (7)(C) Ninety One Dollars and Fifty Three Cents (\$91.53) within ten (10) days. (b) (6), (b) (7)(C) agrees that these Settlement Payments fully compensate (b) (6), (b) (7)(C) for all alleged damages arising out of (b) (6) employment with Michels and termination thereof including, without limitation, all claims and allegations made in the Charges.

4. Conditional Withdrawal of Charge. (b) (6), (b) (7)(C) agrees that (b) (6) will request the withdrawal of the Charge against Michels with prejudice upon receipt of Michel's Settlement Payment set forth in Paragraph 3 above. (b) (6), (b) (7)(C) agrees that (b) (6) will request the withdrawal of the Charge against the Union with prejudice after receipt of the Union's Settlement Payment set forth in Paragraph 3 above and after receiving written confirmation from the Union's attorney Terrence Johnson that the Notice referenced in Paragraph 5 below has been mailed.

5. Notice to Unit Members. The Union shall mail to all Employees of the bargaining unit in which (b) (6) was employed the "Notice to Members and Employees" as agreed upon by (b) (6), (b) (7)(C) and the Union. A copy of it is attached hereto and incorporated into this settlement agreement.

6. General Release. (b) (6), (b) (7)(C) hereby irrevocably and unconditionally release and forever discharge the Company and Union from any and all charges, complaints, grievances, claims, actions, and liabilities of any kind (hereinafter referred to as "Claim" or "Claims"), whether known or unknown, suspected or unsuspected, which (b) (6) has, had or may have as a result of any act or omission of any kind on the part of the Company or the Union that is or could have been the subject of the Charges.

7. Agency Participation. (b) (6), (b) (7)(C) agrees not to sue or bring any action, whether federal, state, or local, judicial or administrative, now or at any future time, against the Company or Union with respect to any Claims released by this Agreement. Nothing in this Agreement prevents (b) (6), (b) (7)(C) from filing a different charge or complaint with or participating in an investigation or proceeding conducted

by the Equal Employment Opportunity Commission, National Labor Relations Board, or any comparable federal, state, or local agency for a separate matter. However, by signing this Agreement and agreeing to the release of claims, (b) (6), (b) (7)(C) is waiving (b) (6) right to recover or receive any individual relief or damages in any such charge or complaint with respect to any matters covered or Claims released by this Agreement.

8. Entire Agreement. This Agreement contains the entire understanding between the Parties and fully supersedes any and all prior agreements or understandings between them, whether written or oral. This Agreement may not be amended or modified, except by another writing executed by all of the Parties.

9. Severability. Should any provision of this Agreement be declared illegal, invalid, or unenforceable or be determined by any court of competent jurisdiction to be illegal, invalid, or unenforceable, this Agreement shall be declared null and void, (b) (6), (b) (7)(C) shall be required to reimburse the Company and Union for the Settlement Payments provided in paragraph 4 and the Parties shall be left with the rights they enjoyed prior to the signing of this Agreement.

10. Special Provisions and Acknowledgments By signing this Agreement (b) (6), (b) (7)(C) specifically acknowledges that: (a) (b) (6) has carefully read and understands this Agreement; (b) (b) (6) has been advised to consult with an attorney and/or any other advisors of (b) (6) choice before signing this Agreement; (c) (b) (6) understands that this Agreement is legally binding and by signing it (b) (6) gives up certain rights; (d) (b) (6) has voluntarily chosen to enter into this Agreement and has not been forced or pressured in any way to sign it; and (e) (b) (6) has not relied upon any representation, statement or omission made by the Company or Union with regard to the subject matter, basis or effect of this Agreement or otherwise, other than those expressly stated in this Agreement.

WHEREFORE, the Parties, by their duly authorized representatives, have executed this Settlement Agreement on the date(s) set forth below.

MICHELS CORPORATION

By: _____

Date: _____

LABOR (b) (6), (b) (7)(C)

By: _____

Date: 11-11-14

(b) (6), (b) (7)(C)

Date: _____

NOTICE TO MEMBERS AND EMPLOYEES

FEDERAL LAW GIVES YOU THE RIGHT TO REFRAIN FROM ANY OF THE FOLLOWING PROTECTED ACTIVITIES:

- Forming, joining, or assisting a Union;
- Choosing a representative to bargain with your employer on your behalf;
- Acting together with other employees for your benefit and protection.

WE WILL NOT do anything to prevent you from exercising the above rights.

WE WILL NOT fail to inform you of your rights to resign your Union membership and, if you choose, to "object" to the use of your "union security payments" for any purposes other than those directly related to collective bargaining. This objection is called "Beck objection" and employees who have made a "Beck objection" to the Union must only pay for that part of their dues spent on activities directly related to collective bargaining.

WE WILL NOT fail to inform you of your right to be and remain nonmembers, and of the right of nonmembers to object to the paying of dues for nonrepresentational activities.

WE WILL NOT threaten to ask the Employer to discharge you under the Union Security clause of the collective bargaining agreement prior to informing you of your rights to become and remain a non-member of the Union and of the rights of nonmembers to object to paying for union activities not directly related to collective bargaining and to obtain a reduction in dues and fees for such non-representational activities.

WE WILL NOT accept dues from the Employer for bargaining unit members unless they sign appropriate authorizations for the deduction of such dues from (b) (6) paychecks.

WE WILL NOT in any like or related manner, restrain or coerce you in the exercise of your rights under Section 7 of the Act.

WE WILL inform each unit member of the right to resign Union membership and of the right of non-members to "object" to the use of his or her "union security payments" for any purposes other than those directly related to collective bargaining. These rights are known as *General Motors* and *Beck* rights.

WE WILL notify the Employer that we never had and do not currently have any valid authorization to deduct dues from (b) (6), (b) (7)(C) pay.

WE WILL refund and disgorge to (b) (6), (b) (7)(C) all the dues we collected from (b) (6), (b) (7)(C) during (b) (6), (b) (7)(C) employment with Michels Tunneling while working in Local 578's jurisdiction.

LIUNA LOCAL 578

(b) (6), (b) (7)(C)

By

Dated: 11-11-14

.

From: Byron Andrus <bsa@nrtw.org>
Sent: Friday, November 14, 2014 7:52 AM
To: Devitt, Michelle
Subject: Conditional Withdrawal

Ms. Devitt,

I would like to do the “conditional withdrawal” that you mentioned in your phone message rather than waiting to ensure compliance prior to requesting a withdrawal. I apologize for the ambiguity in the settlement language. Please let me know if you have any other questions. Thanks.

Sincerely,

Byron Andrus

Foundation Staff Attorney (*Admitted to practice in the District of Columbia only*)

Tu ne cede malis, sed contra audentior ito.

.

From: Devitt, Michelle
Sent: Friday, November 14, 2014 10:31 AM
To: 'Byron Andrus'
Subject: RE: Conditional Withdrawal

Good Morning, Byron.

In that case, I'll send it all to the Regional Director for her approval today. If there are any issues with settlement compliance, just let me know and we will resume the investigation.

Thank you and have a great weekend,

Micky Devitt, Attorney
National Labor Relations Board,
Region 27
303-844-0000/303-844-6249 (fax)

From: Byron Andrus [mailto:bsa@nrtw.org]
Sent: Friday, November 14, 2014 5:52 AM
To: Devitt, Michelle
Subject: Conditional Withdrawal

Ms. Devitt,

I would like to do the "conditional withdrawal" that you mentioned in your phone message rather than waiting to ensure compliance prior to requesting a withdrawal. I apologize for the ambiguity in the settlement language. Please let me know if you have any other questions. Thanks.

Sincerely,

Byron Andrus

Foundation Staff Attorney (*Admitted to practice in the District of Columbia only*)

Tu ne cede malis, sed contra audentior ito.

LABORERS INTERNATIONAL OF NORTH AMERICA

LOCAL NO. 578

404 N. SPRUCE ST.
COLORADO SPRINGS, CO 80905
PH. (719) 632-2775

(b) (6), (b) (7)(C)

2014

PAY TO THE ORDER OF (b) (6), (b) (7)(C)

\$ **6,400.00

Six Thousand Four Hundred and 00/100*****

DOLLARS

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

MEMO

settlement agreement and release payment

(b) (4)

LABORERS INTERNATIONAL OF NORTH AMERICA

LOCAL NO. 578

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

11/17/2014

settlement agreement and release payment

6,400.00

General Checking

settlement agreement and release payment

6,400.00

(b) (6), (b) (7)(C),

and

LABORERS' INTERNATIONAL UNION OF
NORTH AMERICA, LOCAL 578,

and

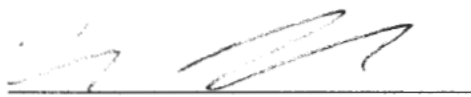
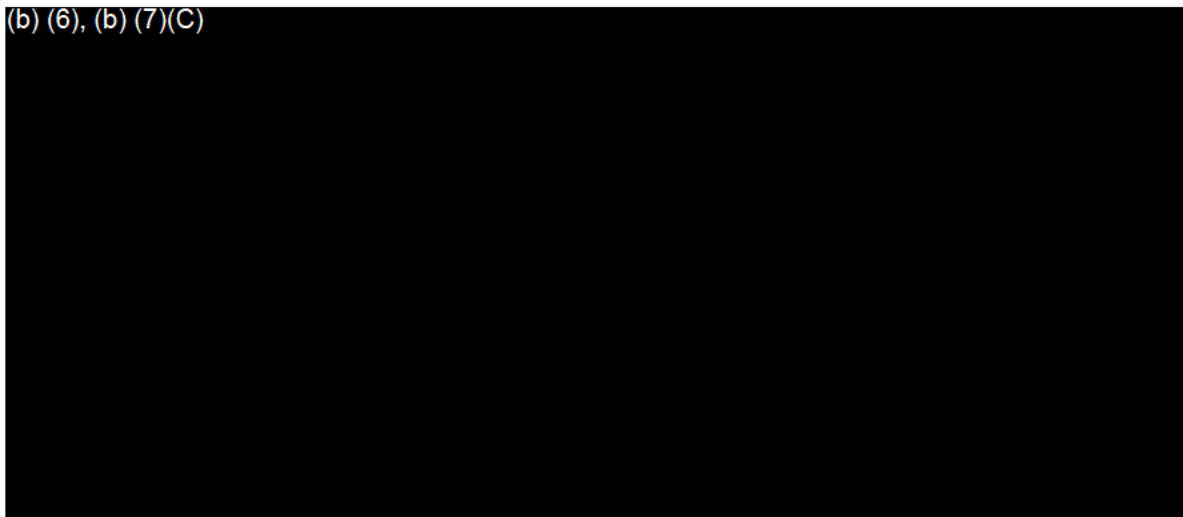
CASE 27-CB-135800
and 27-CA-135802

MICHELS TUNNELING, INC.

CERTIFICATE OF SERVICE

I hereby certify that a copy of the enclosed Notice to Employees was served this 18th day of November, 2014 by mailing copies through the United States Postal Service via first class mail with prepaid postage to the following:

(b) (6), (b) (7)(C)



Terrence A. Johnson
Counsel for LIUNA Local 578

NOTICE TO MEMBERS AND EMPLOYEES

FEDERAL LAW GIVES YOU THE RIGHT TO REFRAIN FROM ANY OF THE FOLLOWING PROTECTED ACTIVITIES:

- Forming, joining, or assisting a Union;
- Choosing a representative to bargain with your employer on your behalf;
- Acting together with other employees for your benefit and protection.

WE WILL NOT do anything to prevent you from exercising the above rights.

WE WILL NOT fail to inform you of your rights to resign your Union membership and, if you choose, to “object” to the use of your “union security payments” for any purposes other than those directly related to collective bargaining. This objection is called “Beck objection” and employees who have made a “Beck objection” to the Union must only pay for that part of their dues spent on activities directly related to collective bargaining.

WE WILL NOT fail to inform you of your right to be and remain nonmembers, and of the right of nonmembers to object to the paying of dues for nonrepresentational activities.

WE WILL NOT threaten to ask the Employer to discharge you under the Union Security clause of the collective bargaining agreement prior to informing you of your rights to become and remain a non-member of the Union and of the rights of nonmembers to object to paying for union activities not directly related to collective bargaining and to obtain a reduction in dues and fees for such non-representational activities.

WE WILL NOT accept dues from the Employer for bargaining unit members unless they sign appropriate authorizations for the deduction of such dues from (b) (6) paychecks.

WE WILL NOT in any like or related manner, restrain or coerce you in the exercise of your rights under Section 7 of the Act.

WE WILL inform each unit member of the right to resign Union membership and of the right of non-members to “object” to the use of his or her “union security payments” for any purposes other than those directly related to collective bargaining. These rights are known as *General Motors* and *Beck* rights.

WE WILL notify the Employer that we never had and do not currently have any valid authorization to deduct dues from (b) (6), (b) (7)(C) pay.

WE WILL refund and disgorge to (b) (6), (b) (7)(C) all the dues we collected from (b) (6), (b) (7)(C) during (b) (6), (b) (7)(C).

employment with Michels Tunneling while working in Local 578's jurisdiction.

LIUNA LOCAL 578

(Labor Organization)

(b) (6), (b) (7)(C)

E

Dated: 11-18-14

.

From: Levine, Jonathan O. <JLevine@littler.com>
Sent: Wednesday, November 19, 2014 12:48 PM
To: Devitt, Michelle
Cc: Byron Andrus; johnsonterrence@hotmail.com
Subject: RE: Remedies (Michels/Teamsters, 27-CA-135802 & 27-CB-135800)

As I understand it, back pay was calculated by the Charging Party based on what (b) (6) would have earned had (b) (6) not been terminated. The 91\$ = the actual dues that were withheld. In other words, this was a true make-whole remedy. JL

Jonathan Levine, Office Managing Shareholder
414.291.5537 direct 414.698.6243 mobile 414.755.1447 fax jlevine@littler.com
111 East Kilbourn Avenue, Suite 1000 | Milwaukee, WI 53202

Littler | littler.com
Employment & Labor Law Solutions Worldwide

From: Devitt, Michelle [mailto:Michelle.Devitt@nrlb.gov]
Sent: Wednesday, November 19, 2014 10:22 AM
To: Levine, Jonathan O.
Cc: Byron Andrus; johnsonterrence@hotmail.com
Subject: Remedies (Michels/Teamsters, 27-CA-135802 & 27-CB-135800)

Good Morning Mr. Levine,
In reviewing the non-board remedies (which I have no reason to believe are a problem), the Regional Director needs to know (1) how the backpay was calculated and (2) how the \$91 in restitution from the Employer was calculated. Could you send me a quick explanatory e-mail?
Thank you,

Micky Devitt, Attorney
National Labor Relations Board,
Region 27

NOTE THAT WE MOVED NOVEMBER 1st!
My new contact information is:

National Labor Relations Board - Region 27 Denver
Byron Rogers Federal Office Building
1961 Stout Street, Suite 13-103
Denver, CO 80294
Tel: (303)844-0000/ Fax: (303)844-6249

This email may contain confidential and privileged material for the sole use of the intended recipient(s). Any review, use, distribution or disclosure by others is strictly prohibited. If you are not the intended recipient (or authorized to receive for the recipient), please contact the sender by reply email and delete all copies of this message.

Littler Mendelson, P.C. is part of the international legal practice Littler Global, which operates worldwide through a number of separate legal entities. Please visit www.littler.com for more information.

.

From: Byron Andrus <bsa@nrtw.org>
Sent: Thursday, November 20, 2014 10:34 AM
To: Devitt, Michelle
Subject: RE: Remedies (Michels/Teamsters, 27-CA-135802 & 27-CB-135800)

Ms. Devitt,

(b) (6), (b) (7)(C) earned \$630 during the time period you asked me about yesterday. Thanks.

-----Original Message-----

From: Devitt, Michelle [<mailto:Michelle.Devitt@nlrb.gov>]
Sent: Wed 11/19/2014 12:50 PM
To: Byron Andrus
Subject: FW: Remedies (Michels/Teamsters, 27-CA-135802 & 27-CB-135800)

Mr. Andrus,

Mr. Levine informed me that the charging calculated the backpay, based on what (b) (6) thought (b) (6) would have earned. Can you provide that calculation, since it is a little different than our own?

Thanks,

Micky Devitt, Attorney
National Labor Relations Board,
Region 27
303-844-0000/303-844-6249 (fax)

From: Devitt, Michelle
Sent: Wednesday, November 19, 2014 9:22 AM
To: 'Levine, Jonathan O.'
Cc: 'Byron Andrus'; johnsonterrence@hotmail.com
Subject: Remedies (Michels/Teamsters, 27-CA-135802 & 27-CB-135800)

Good Morning Mr. Levine,

In reviewing the non-board remedies (which I have no reason to believe are a problem), the Regional Director needs to know (1) how the backpay was calculated and (2) how the \$91 in restitution from the Employer was calculated. Could you send me a quick explanatory e-mail?

Thank you,

Micky Devitt, Attorney
National Labor Relations Board,
Region 27

NOTE THAT WE MOVED NOVEMBER 1st!
My new contact information is:

National Labor Relations Board - Region 27 Denver
Byron Rogers Federal Office Building
1961 Stout Street, Suite 13-103
Denver, CO 80294
Tel: (303)844-0000/ Fax: (303)844-6249



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

REGION 27
Byron Rogers Federal Office Building
1961 Stout Street, Suite 13-103
Denver, CO 80294

Agency Website: www.nlrb.gov
Telephone: (303)844-3551
Fax: (303)844-6249

November 21, 2014

JONATHAN O. LEVINE, ESQ.
LITTLER MENDELSON, P.C.
111 E KILBOURN AVE
STE 1000
MILWAUKEE, WI 53202-6675

EUFRACIO RUDY ORTIZ JR., MGR.
LABORS' INTERNATIONAL UNION OF NORTH AMERICA,
(LIUNA) AFL-CIO
404 N SPRUCE ST
COLORADO SPRINGS, CO 80905-1111

Re: Michels Corp.
Case 27-CA-135802

Laborers' Local 578 (Michels Corp.)
Case 27-CB-135800

Dear Mr. LEVINE and Mr. ORTIZ:

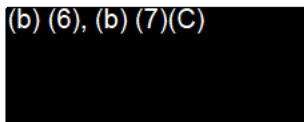
This is to advise you that I have approved the withdrawal of the charges in the above cases.

Very truly yours,

WANDA PATE JONES
REGIONAL DIRECTOR

cc: ADAM STRENCHA
MICHELS CORP.
16650 MIDWAY RANCH RD
FOUNTAIN, CO 80817

(b) (6), (b) (7)(C)



BYRON ANDRUS, ATTORNEY
NATIONAL RIGHT TO WORK LEGAL
DEFENSE FOUNDATION, INC.
8001 BRADDOCK ROAD
SPRINGFIELD, VA 22160

Devitt, Michelle

From: Devitt, Michelle
Sent: Friday, November 14, 2014 8:31 AM
To: 'Byron Andrus'
Subject: RE: Conditional Withdrawal

NxGen: Uploaded

Good Morning, Byron.

In that case, I'll send it all to the Regional Director for her approval today. If there are any issues with settlement compliance, just let me know and we will resume the investigation.

Thank you and have a great weekend,

Micky Devitt, Attorney
National Labor Relations Board,
Region 27
303-844-0000/303-844-6249 (fax)

From: Byron Andrus [<mailto:bsa@nrtw.org>]
Sent: Friday, November 14, 2014 5:52 AM
To: Devitt, Michelle
Subject: Conditional Withdrawal

Ms. Devitt,

I would like to do the "conditional withdrawal" that you mentioned in your phone message rather than waiting to ensure compliance prior to requesting a withdrawal. I apologize for the ambiguity in the settlement language. Please let me know if you have any other questions. Thanks.

Sincerely,

Byron Andrus

Foundation Staff Attorney (*Admitted to practice in the District of Columbia only*)

Tu ne cede malis, sed contra audentior ito.

Confidential
Withdrawal Request Approved
Date: 11/20/14
By: Wahab-Jones
Regional Director

*Cass 27-CA-135802
27-CB-135800*

.

From: terrence johnson <johnsonterrence@hotmail.com>
Sent: Monday, November 24, 2014 2:00 PM
To: Byron Andrus
Cc: Devitt, Michelle
Subject: RE: Remedies (Michels/Teamsters, 27-CA-135802 & 27-CB-135800)

The Union requested a list of all employees working in that bargaining unit on Friday from Michels and it said it would provide the list as soon as possible. I will let you know when I receive it.

Terrence Johnson
Attorney at Law
404 North Spruce St.
Colorado Springs, CO 80905
(719) 201-4706

Subject: RE: Remedies (Michels/Teamsters, 27-CA-135802 & 27-CB-135800)
Date: Fri, 21 Nov 2014 10:46:19 -0500
From: bsa@nrtw.org
To: johnsonterrence@hotmail.com
CC: Michelle.Devitt@nrlrb.gov

Mr. Johnson,

My colleague informed me that you, in your capacity as a lawyer for the union, have the right to demand a list of the bargaining unit members who worked on this job from the company. Please let me know if you are willing to do this since Mr. Levine has indicated that he does not wish to expedite this process.

Sincerely,

Byron Andrus

Foundation Staff Attorney (*Admitted to practice in the District of Columbia only*)

Tu ne cede malis, sed contra audentior ito.

From: terrence johnson [mailto:johnsonterrence@hotmail.com]
Sent: Thursday, November 20, 2014 5:40 PM
To: Byron Andrus; Devitt, Michelle; Levine, Jonathan O.
Subject: RE: Remedies (Michels/Teamsters, 27-CA-135802 & 27-CB-135800)

All,

After reviewing the issue further, it is possible that there are employees working in that bargaining unit who

were not dispatched through Local 578's hall or who were hired by Michels but the Local was not informed of the same. The employees who were sent the Notice were all the employees who the Local had records for in its database. Maybe Mr. Levine can provide a list of employees working in that bargaining unit?

Sincerely,

Terrence Johnson
Attorney at Law
404 North Spruce St.
Colorado Springs, CO 80905
(719) 201-4706

Subject: RE: Remedies (Michels/Teamsters, 27-CA-135802 & 27-CB-135800)
Date: Thu, 20 Nov 2014 08:44:28 -0500
From: bsa@nrtw.org
To: Michelle.Devitt@nlrb.gov; JLevine@littler.com
CC: johnsonterrence@hotmail.com

All,

(b) (6), (b) (7)(C) does not think the terms of the settlement have been complied with regarding the Notice to be sent out to all bargaining unit members. The CBA indicates that the bargaining unit (b) (6), (b) (7)(C) worked in is comprised of two locals. In addition, (b) (6) is under the impression that the bargaining unit (b) (6) was in at the Colorado Springs site included more than the 13 individuals named on Mr. Johnson's list.

Mr. Johnson, can you please confirm whether or not the bargaining unit is comprised of more individuals than are named in the document you executed, or whether the list is indeed a complete list of all bargaining unit members from both locals?

Thanks,

Byron Andrus

-----Original Message-----

From: Devitt, Michelle [<mailto:Michelle.Devitt@nlrb.gov>]
Sent: Wed 11/19/2014 11:21 AM
To: Levine, Jonathan O.
Cc: Byron Andrus; johnsonterrence@hotmail.com
Subject: Remedies (Michels/Teamsters, 27-CA-135802 & 27-CB-135800)

Good Morning Mr. Levine,

In reviewing the non-board remedies (which I have no reason to believe are a problem), the Regional Director needs to know (1) how the backpay was calculated and (2) how the \$91 in restitution from the Employer was calculated. Could you send me a quick explanatory e-mail?

Thank you,

Micky Devitt, Attorney
National Labor Relations Board,
Region 27

NOTE THAT WE MOVED NOVEMBER 1st!

My new contact information is:

National Labor Relations Board - Region 27 Denver
Byron Rogers Federal Office Building
1961 Stout Street, Suite 13-103
Denver, CO 80294
Tel: (303)844-0000/ Fax: (303)844-6249



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

REGION 27
Byron Rogers Federal Office Building
1961 Stout Street, Suite 13-103
Denver, CO 80294

Agency Website: www.nlrb.gov
Telephone: (303)844-3551
Fax: (303)844-6249

CORRECTED

November 24, 2014

JONATHAN O. LEVINE, ESQ.
LITTLER MENDELSON, P.C.
111 E KILBOURN AVE STE 1000
MILWAUKEE, WI 53202-6675

EUFRACIO RUDY ORTIZ JR., MGR.
LABORS' INTERNATIONAL UNION OF
NORTH AMERICA, (LIUNA) AFL-CIO
404 N SPRUCE ST
COLORADO SPRINGS, CO 80905-1111

Re: Michels Corp.
Case 27-CA-135802

Laborers' Local 578 (Michels Corp.)
Case 27-CB-135800

Dear Mr. Levine and Mr. ORTIZ:

The Charging Party has asked to withdraw the above charges based upon a private agreement between the parties. I have approved this request, conditioned on the performance of the undertakings in that private agreement.

The charges are subject to reinstatement for further processing if the Charging Party requests reinstatement and supports its request with evidence of non-compliance with the undertakings in the private agreement.

Very truly yours,

WANDA PATE JONES
Regional Director

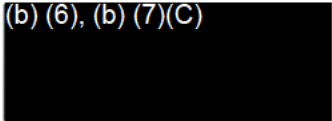
Michels Corp.
Cases 27-CA-135802
27-CB-135800

- 2 -

November 24, 2014

cc: ADAM STRENCHA
MICHELS CORP.
16650 MIDWAY RANCH RD
FOUNTAIN, CO 80817

(b) (6), (b) (7)(C)

A large black rectangular redaction box covers the text in this block.

BYRON ANDRUS, ATTORNEY
NATIONAL RIGHT TO WORK LEGAL
DEFENSE FOUNDATION, INC.
8001 BRADDOCK ROAD, SUITE 600
SPRINGFIELD, VA 22160

.

From: Devitt, Michelle
Sent: Wednesday, December 10, 2014 3:52 PM
To: Byron Andrus
Cc: johnsonterrence@hotmail.com; jlevine@littler.com
Subject: RE: Withdrawal

I am glad that this was resolved to the satisfaction of all parties. There will be no further processing of the charge.
Thank you,

Micky Devitt, Attorney
National Labor Relations Board,
Region 27
303-844-0000/303-844-6249 (fax)

From: Byron Andrus [mailto:bsa@nrtw.org]
Sent: Wednesday, December 10, 2014 1:35 PM
To: Devitt, Michelle
Cc: johnsonterrence@hotmail.com; jlevine@littler.com
Subject: Withdrawal

Ms. Devitt,

This e-mail is to advise that all charged parties have complied with the terms and conditions of the settlement and that (b) (6), (b) (7)(C) has given the go ahead that the charges be officially withdrawn. Thank you.

- Byron Andrus